CA2 SA
OM
A56

SASKATCHEWAN

REPORT

OF THE

OMBUDSMAN

PERIOD 1 JANUARY 1988 – 31 DECEMBER 1988

91-05870/

ISSN 0317-7319

PERIOD 1 JANUARY 1988 — 31 DECEMBER 1988

SIXTEENTH ANNUAL REPORT

"The Ombudsman's Powers, far from being formidable, are in reality quite limited. The Ombudsman may only investigate, recommend and publicize. His recommendations are binding on no one; he has no power to overrule the decisions of government officials. Nor can he bring a punitive action for official malfeasance. Clearly, he cannot impede the functioning of those with whom he deals.

In my view, the phrase "a matter of administration" encompasses everything done by governmental authorities in the implementation of government policy. I would exclude only the activities of the legislature and the courts from the Ombudsman's scrutiny."

B.C. Dev. Corp. v. Friedmann (SC.C.) [1985] 1 W.W.R. 193, per Dickson, C. J., at p. 216.

MAR - 7 1989

REGINA, SASKATCHEWAN
Printed by THE QUEEN'S PRINTER
1989

SASKATCHEWAN OMBUDSMAN

2310 Scarth Street Regina, Canada S4P 3V7 (306) 565-6211

The Honourable The Speaker
of the Legislature
Province of Saskatchewan
Legislative Buildings
REGINA, Saskatchewan

Dear Mr. Speaker:

It is my duty and privilege to submit to you and to the Legislature, the sixteenth Annual Report of the Saskatchewan Ombudsman, submitted in accordance with the provisions of subsection (1) of section 30 of *The Ombudsman Act.*

Yours sincerely

Ombudsman

PART I

OVERVIEW

PART I

OVERVIEW

This is the sixteenth Annual Report of the Ombudsman for Saskatchewan and my second in that capacity.

Although the purpose and function of the Ombudsman is set out in **The Ombudsman Act**, the volume of non-jurisdictional matters brought to us each year by the public indicates widespread confusion about my role.

Simply stated, the primary function of the Office is to investigate citizen's complaints where an individual feels aggrieved by an administrative action of any agency of the provincial government. An investigation can be made as the result of a complaint from a member of the public or on the Ombudsman's own initiative, and further, a committee of the Assembly or the Lieutenant Governor in Council may refer matters to the Ombudsman for investigation and report.

An administrative action includes any act, decision, recommendation or omission and has been identified by the Supreme Court of Canada as, " . . . encompassing everything done by governmental authorities in the implementation of government policy — excluding only the activities of the Legislature and the courts from the Ombudsman's scrutiny".

Where, on completion of an investigation the Ombudsman finds the administrative act complained of to be contrary to law, unreasonable, unjust, oppressive, improperly discriminatory based on a mistake of law or fact or just plain wrong, the Ombudman reports his findings to the department or agency concerned. If no resolution is forthcoming at this stage, the Ombudsman may refer the matter to the minister responsible for the department or agency, then to the Lieutenant Governor in Council in appropriate cases, with a subsequent report to the Legislative Assembly.

For me, 1988 has been a year of consolidation and of coming to grips with the reality of dealing with government in a situation where there is no specific mechanism for having complaints and the Ombudsman's recommendations considered by the Legislature. It is true that subsequent to finding a complaint substantiated I can

only make a recommendation to the government, and it could be argued that I should be content in being able to assist complainants to the extent of ministerial review. But the very notion of the Ombudsman as an officer of the Legislative Assembly suggests that the ultimate decision on complaints (in suitably significant cases) should rest with the members. I know that I can highlight particular cases in the Annual Report and can make a Special Report at any time, but these reports are basically informational and do not necessarily obtain the kind of review warranted when I believe a minister's response while perhaps "legally" correct, still leaves one feeling the complainant has suffered an injustice.

In such circumstances the existence of a Standing Committee of the Assembly, responsible for all aspects of the Ombudsman's operation, would be of special benefit in providing for additional consideration of significant and/or contentious cases. The complaint may be against the government of the day, but government encompasses more than just the party in power and I believe the Ombudsman should have ready recourse to the Assembly through a special committee for further review of select cases. Two of such cases are reported under the heading "Special Interest Cases".

Another benefit of a Standing Committee would be to remove review of the Ombudsman's budget from Budget Bureau and the Treasury Board, a step essential to establishing the independence of the office as an agency of the Legislative Assembly and not of the government of the day. For the work undertaken in any one year, my office is small and manages on a minuscule operating budget. I cannot afford a further reduction in either these monies or in staff numbers, yet that is what I face in light of the government's approach to the 1989-90 budget.

I quite understand the need for restraint and am familiar with the view that the pain should be spread around, but I still feel it is invidious for the government to be directly involved in reviewing the financial and staffing needs of this office. The conflict is obvious, the remedy simple, but the suggestion, put forward year by year, remains unheeded. It's not the medicine I object to; it's who decides the dose, and I believe the members would prefer to have their watchdog "treated" by themselves.

COMPLAINT CASELOAD

1988 proved to be a particularly busy year with our complaint intake of 1,594 approaching our all-time high of 1,610 (in 1985) and exceeding last year's intake by 352 complaints. The bulk of the increase came from the urban centres, which showed significant increases from last year:

Regina	— from 326 to 466	= +140
Saskatoon	— from 430 to 540	= +110
Moose Jaw	— from 17 to 50	= + 33

About 32% of the 352 increase came from the correctional centres in Regina and Saskatoon and significant percentage increases were also registered in complaints against Agriculture, Education, Health, Workers' Compensation Board and Social Services.

Our workload position in 1988 was aggravated by the loss of two staff to budget restraint in 1987, and with a carryover of some 357 files from previous years, the year's caseload was 1,951 files under consideration. In this regard, the loss of the Chief Investigator position was keenly felt and necessitated a greater emphasis on the handling of complaints at the Intake stage. There certainly are complaints that can be dealt with over the telephone, especially if the Agency staff are familiar with the Ombudsman's role and are co-operative in mutually seeking to resolve the public's complaints. Since these complaints can always be opened for formal investigation if we are not satisfied the problem has been resolved, I do not feel our clients are suffering any significant loss in the quality of inquiry, but it is imperative that we retain the Intake positions if we hope to keep pace with the incoming workload.

OUTREACH

During the year I continued the work of my predecessors in bringing the office to the people, by setting up temporary offices in various centres through the Province — Nipawin, Prince Albert, Meadow Lake, Swift Current and Moose Jaw. As well, my staff and I undertook the usual variety of speaking engagements to promote awareness of the office.

DEPARTMENT OF SOCIAL SERVICES

Following the announcement of my intention to investigate complaints concerning the case and treatment of children at Bosco Homes in Regina I became aware of some public confusion about what I would actually be investigating, particularly since Bosco Homes is not itself, an agency of the provincial government. To remove such confusion I reproduce here my letter to the Deputy Minister of Social Services, giving notice of my intention to investigate the matter.

OMBUDSMAN
SASKATCHEWAN
2310 Scarth Street, Regina, Canada S4P 3V7 (306) 787-6211
Toll Free: 1-800-552-7180

November 17, 1988

Mr. Henry Kutarna
Deputy Minister
Saskatchewan Social Services
1920 Broad Street
REGINA, Saskatchewan
S4P 3V6

Dear Mr. Kutarna:

RE: BOSCO HOMES – OMBUDSMAN INQUIRY
OUR FILE #88-23000-40-307

Please be advised that I intend, pursuant to the provisions of The Ombudsman Act, to initiate an investigation to determine whether wards of the Minister of Social Services receive adequate care and treatment while in the care and control of Bosco Homes.

Without limiting the extent of our investigations we intend to examine inter alia:

1. The legal, contractual or other relationship between Bosco Homes and the Department of Social Services.
2. The extent to which the Department determines, contributes, assists, reviews the care provided to its wards while resident at Bosco Homes.
3. The extent to which the Department supervises the various programs provided to its wards by Bosco.
4. The extent to which the Department investigated and acted on complaints made of it regarding the care and supervision of wards of the Department while in the care of Bosco Homes.

As I'm sure you can appreciate the amount of information is quite likely to be immense. There may be some advantages for our respective officials to meet to work out some of the logistical problems that likely will arise.

If you are agreeable could you please contact my solicitor, Gordon K. Mayer to arrange a convenient time, place and date.

Yours truly,

The investigation, a monumental task, is well in hand and my findings will be presented to the Deputy Minister in due course.

BUDGET

The budget for my office approved for the fiscal year 1988-89 was modestly less than in the previous year.

	1985-86	1986-87	1987-88	1988-89
Salaries	$553,890	$533,030	$500,700	$503,200
Investigator and other travel expenses	15,410	13,510	16,110	18,000
Other contractual services	76,710	78,240	148,775*	136,300*
Material, supplies and equipment	7,780	8,080	9,415	8,800
	$653,790	$632,860	$675,000	$666,300

* These figures include monies allocated to our budget from the Saskatchewan Property Management Corporation for postage and rental of office accommodation.

Annual reports, by their definition, provide members with information covering statistics and events of days gone by. Any comments regarding budget for the last three months of a fiscal year are history by the time an Annual Report is tabled. In my 1987 Annual Report I had predicted that some modest savings would likely be realized at the end of the 1987-88 fiscal year and this proved to be true. Because of vacant positions and other factors, my office managed savings of some $19,400 under the "salary" heading.

However, projecting salary expenditures to the end of 1989-90 fiscal year, I can predict a shortfall in our salary budget of several thousand dollars. This is attributable to bonuses and salary increases that were authorized by Cabinet during 1988. A further increase has been authorized during 1989. I have been requested to submit a proposed 1989-90 budget based on salary levels in place on April 1, 1988 — 0% budget increase.

The Ombudsman's Office, by its mandate and operation, is "people intensive" as the greater portion of our budget must necessarily go to salaries. Our operational budget, other than funds targetted to the Property Management Corporation for accommodation and postage, has consistently remained near the $100,000 figure over

the past several years. Most of these expenses, such as telephones, vehicles, etc. are fixed and cannot be eliminated. I am now reduced to a staff of 12, down from 15 persons, and with the increase in the number of complaints received, particularly during the latter half of 1988, any further reduction in numbers would seriously limit my ability to provide service to the public as is dictated in the statutory mandate of the Ombudsman's Office. There is simply no way for us to adhere to the 0% increase in salary expenditures without a further reduction in staff because I simply have no other way of absorbing the additional monies required.

STAFF

I am pleased to express my indebtedness to my staff who have faced the year's workload with equanimity and have managed to close the highest number of files recorded since 1973. The infidel is howling at the gates and there is no relief in sight, but good humour and the sense of doing a worthwhile job generally carry the day.

Our current personnel are:

REGINA

Gordon K. Mayer	Solicitor to the Ombudsman
Earl A. McKeen	Assistant to the Ombudsman
Murray Knoll	Investigator
Robert Smerchinski	Investigator
Carol Spencer	Intake Officer
Debra Trembley	Executive Secretary
Megan Heath	Secretary

SASKATOON

Gil Thomson	Assistant to the Ombudsman
Glenda Cooney	Investigator
Joni Sereda	Investigator
Laura Cook	Intake Officer
Joyce Strate	Secretary

PART II

CASE SUMMARIES

Special Interest Cases

General Summaries

PART II

CASE SUMMARIES

Special Interest Cases

LOCAL GOVERNMENT BOARD

File No. — 86-18030-00-03

In September 1985 this complainant came to the office on behalf of his grandmother, a resident of a Saskatchewan town.

At the outset I want to make it perfectly clear that I do not have any jurisdiction over the actions of a municipal council nor, in this case, do I dispute the Town's right to take the action complained of, and my involvement concerned the position taken by the Local Government Board.

The essence of the complaint was that the Town undertook a major street paving program back in 1978 with residential streets having 2 inches of pavement, 4 inches on the school bus route and 6 inches on the main street. This was charged as an equalized assessment against all ratepayers. In 1985 the Council decided to pave some more streets and there were actually two separate paving projects. A 4 inch lift was put down on two blocks adjacent to the school and 2 inches was laid on four blocks in another part of the town. In this case the cost was charged to abutting property owners, with those getting the 4 inch pavement being charged proportionately more. However, the project financing was approved by the Local Government Board and it is this approval that was the focus of my investigation.

In replying to our initial notice of the complaint, Mr. O. C. Wilson, Chairman of the Local Government Board, replied that the Board, " . . . did nothing other than that which is allowed in statute in allowing the Town to proceed with a paving program as a local improvement. Our jurisdiction on the Local Government Board is strictly as a financial watchdog and to be sure that the project is carried out in accordance with the information provided to us."

I felt, however, that **The Local Improvements Act** clearly intends that the Local Government Board shall have a role in determining whether or not a particular work is a local improvement. Section 4 lists works which may be local improvements, but Section 4(1)(10) states — "such other work as the Local Government Board may, upon application by the municipality, authorize the municipality to carry out as a local improvement" and Section 5(4) provides,

"Anything that is undertaken by a municipality as a local improvement and which has received the approval of the Local Government Board shall be deemed to be a local improvement under this Act."

This "approving" function may be part and parcel of being a financial watchdog, but in exercising their authority the Board is required to assess projects as "local improvements". A particular feature of a "local improvement" is that it provides a special benefit to the property owners who are specially assessed for the cost of the work.

Considering legal precedent in the matter, in **Campbell et al and The City of Regina 6 D.L.R. (3rd) 456** the appellant (City of Regina) proceeded on the initiative plan. It obtained the approval of the Local Government Board and published a notice of intention under then Section 5. The respondents along with other owners of land abutting directly on the work lodged a petition against the undertaking. The City assessor deemed the petition insufficient and the appellant enacted the bylaw.

The court struck down the bylaw and in the course of the decision said that while the term "local improvement" is not defined it has been recognized " . . . that the basis upon which special assessments against abutting property owners is justified is that their property is specially benefitted by the work and thus enhanced in value."

Similarly in **Hellier v. City of Regina (1932) 2 W.W.R. 561**, Grock, Chairman of the Local Government at p. 562 said:

> "Special assessments imposed for local improvements, unlike general taxes, are based upon benefits to the property against which they are assessed, arising from its increased value in consequence of the improvement. Special assessment to be equivalent to the special benefit to the particular property assessed."

At page 563, he went on to say:

> "A study of the local improvement sections of **The City Act** forces one to the conclusion that procedure taken under these sections should be in connection with a work that will result in a special benefit to the land specially assessed and the cost of

such work is, except where otherwise expressly provided to be appointed between the property owner and the city. Where the work is for the general public benefit the cost of the same is paid by the city at large from general taxes, and not by special assessments. If we were to eliminate the principle of special benefits, actual or presumed, nothing would remain to justify special assessments."

In my view, these cases, considered together with Sections 4 and 5 of **The Local Improvement Act**, if not explicitly, certainly implicitly place on the Board, in addition to the assessment of financial feasibility, the obligation to determine whether a particular project is a **local** improvement or one conferring benefits on the community at large.

In finding for the complainant I proposed that the additional 2 inches on the street paved with 4 inches were solely for the general benefit of the community and should not be charged against abutting property owners.

Having conveyed this view to the Chairman of the Board, we received the following reply —

"It is still my opinion that the Local Government Board acted quite within its powers in declaring the work in question as a local improvement. We feel that the property in question is benefitting and will enhance its value and the matter of the quality and thickness of the pavement compared to other sections of the Town is a matter for the engineer and Town to decide.

The cases you have mentioned in your letter do not change my view as to our responsibility as we are quite aware of the broad scope our Board has in determining what is and what is not a local improvement.

We make our decisions on information provided to us by the Engineering firm and the Town and in Mr. G.'s case there is no doubt in our minds that he does benefit from the work and therefore there is no provision in the Act to alter our decision in declaring this a local improvement under Section 5(1)(a) of **The Local Improvements Act** and only a court decision can change this."

Contemplating this position, I agreed that our client's grandmother did derive a benefit from the paving, but only in respect of the pavement which is adequate for residential traffic. Other property owners, as noted, were only assessed $14 per front foot for 2 inch paving and those with the 2 inch residential plus 2 inches for the school bus were assessed $29 per front foot.

Although the Board had given due consideration to my findings I was not satisfied they were giving adequate weight to the argument for specific benefit to the property owner. I therefore forwarded a report to the Minister responsible for the Local Government Board, the Honourable Jack Klein, with the recommendation that the Local Government Board reconsider its decision in respect of its approval of this local improvement. Initially, the Minister referred the case back to Mr. Wilson for reply, but this was, understandably, a repeat of the Board's previously noted position. However, Mr. Wilson's letter added, a couple of points. He wrote, in part,

> "If you will turn to my letter of November 26, 1985 my comment and I quote, "This will advise you that the Local Government Board did nothing other than that which is allowed in statute in allowing the Town to proceed with a paving program as a local improvement." Further my letter stated that "Our jurisdiction on the Local Government Board is strictly as a financial watchdog and to be sure that the project is carried out in accordance with the information provided to us.
>
> I would further refer you to my letter to Mr. Tickell on May 30, 1986 in which I explained very fully the position of the Local Government Board with regards to the paving being a benefit and that it would enhance the value of the property. I also explained that the Town Council could have passed a Uniform Rates Bylaw giving relief to those owners affected by the extra charge for the 4 inch pavement as compared to those with 2 inch pavement, but they apparently did not choose to do this and assessed for the 4 inch pavement on the two blocks affected.
>
> It may be pointed out that other jurisdictions do have uniform rates bylaws for local improvement projects. It seems to me that if the charges for the 4 inch pavement as compared to the 2 inch pavement was so unjust that more than one complaint would have been forwarded but to my knowledge that has never happened, and it does not make sense that our original decision

would have to be rescinded and a new order issued retroactively because one person does not agree with our original decision.

The current members of the Board were not members of the Board when the 1978 project was undertaken and had no knowledge of what was done at that time, and made our decision as stated previously on the information we had from the engineer and the Town when the 1985 application was made to us. Therefore once again I may state that the Board after careful consideration does not feel that they in any way were at fault in the handling of this project and are therefore not prepared to change that decision."

Well, I certainly could not fault the Board in the matter of considering the complaint but, commenting on this response, it seemed to me that the Town's choice was irrelevant to the Board's decision. Also, the lack of other complainants is not pertinent in this case. What we have is an established legal precedent that a local improvement must specially benefit the assessed property owner and I felt, still feel, that the additional 2 inches of pavement do not specially benefit the properties, but benefits the larger school community, if not the Town as a whole.

While I understood the Board's stance, I sought to have the Minister give the case his personal attention and wrote, on August 20, 1988.

"The point I have been trying to make with the Board is that this is not just a matter for the Town to decide. It is clearly established that to be assessed against an abutting property owner a local improvement must directly benefit that property and, as regards to the paving, only 2 inches of pavement relate to the residential traffic. The additional 2 inches is solely to accommodate school bus traffic and considering the cases cited in my report to yourself, dated April 25, 1988 the cost of this extra pavement cannot properly be assessed against the abutting owners. It matters not that only one person has complained — that is merely a reflection of the general view that one can't fight City Hall and of the cost of pursuing such a matter through the Courts — the question is whether property owners should be specially assessed for works which are done

for the general benefit of the community. The owners with 4 inches of pavement will not have a greater enhancement of value than those with 2 inches but they are paying a greater cost.

I again submit that the question has been previously answered by the courts in this Province and the ruling of the courts should be the guide for the Town and the Local Government Board in resolving this dilemma.

I also submit that the Board does have the authority to determine the propriety of any local improvement scheme and, in a case such as this, where the actions of the Town so clearly disregard legal precedent to instruct the council accordingly.

My report to you on April 15, 1988, made pursuant to Section 24 of **The Ombudsman Act**, was my request for your personal consideration of the matter, either directly or by reference to your department's legal counsel. Since Mr. Wilson's letter of May 25, 1988 maintains the Board's earlier stance and does not deal with the fact of previous judicial determination of the (same) issue, I again solicit your personal review of the case.

You will know that I have no personal axe to grind in this matter and I am guided in this submission solely by the facts of the case and the obvious injustice of imposing a special assessment against property owners in the circumstances described.

To assist in reviewing the issue I enclose herewith copies of all correspondence to date between my Office and Mr. Wilson, as well as a copy of my April 15 report. Obviously I remain of the view that the complaint is substantiated and that the Local Government Board should reconsider its earlier decision with a view to providing relief to the property owners who have been adversely affected by the additional special assessment."

The Minister replied by letter dated September 29, 1988. He wrote:

"This is in response to your letter of August 26, 1988, in which you requested my personal consideration of the stance taken by the Local Government Board.

I have read the material submitted relevant to the process and decision of the Board but as you are aware, the Local Government Board is a quasi-judicial board and in no way can I or any other Minister interfere with any of their decisions.

However, as Mr. Wilson has stated, the Board has reconsidered their decision and are still of the opinion that they were within their jurisdiction in allowing the 4 inch pavement on that particular street.

Mr. Wilson has further advised me that in his personal opinion the 4 inch pavement does benefit the property referred to by Mr. G. as the bus travel on the street would soon deteriorate the pavement if it were 2 inches and the value of the property would depreciate as no one would want to purchase property on a street that was in very bad condition knowing that they would have to have it redone again at an extra expense.

Furthermore it has been drawn to my attention that Subsection 4 of Section 5 of **The Local Improvements Act** states and I quote:

"Anything that is undertaken by a Municipality as local improvement and which has received the approval of the Local Government Board shall be deemed to be a local improvement under this Act.

I trust that the above information will satisfy the complaint by Mr. G. and that the matter will now be finalized to your satisfaction."

To my satisfaction? No. But finalized? Yes.

When I made my report to the Minister I well knew that he could not interfere with the Board's decision. However, I felt that as the Minister for Urban Affairs and as the Minister directly responsible for the Board he could, if in agreement with my view of the matter, encourage the Board to exercise its discretion under Section 51 of the Act, by which the Board, " . . . may review, rescind, change, alter or vary a decision or order made by it".

As to the other points made, the issue was not in allowing the 4 inch pavement but in assessing the whole cost against abutting properties. Also, the 4 inches would not be necessary if the affected streets were not on the school bus route. I'm also familiar with Section 5 of the Act, but this brings us back, full circle, to the test for identifying a work as a local improvement.

Clearly, in a situation like this, each party is entitled to his or her own views (and I certainly respect the integrity of those involved) and since I can only offer a recommendation where I find in favour

of a complainant, there is a limit to how far I can take an issue. Under Section 25 of **The Ombudsman Act** I may report to the Lieutenant Governor in Council where no adequate or appropriate action is taken on a recommendation. In this case, however, I was not asking the Minister to take any specific action himself and, given the quasi-judicial nature of the Local Government Board, I did not feel a report to the Lieutenant Governor in Council would serve any purpose.

I therefore closed my file, but I feel there is a significant issue involved concerning the financing of civic improvements, particularly in view of the growing need for repairs to and renovation or replacement of municipal streets, water and sewer structures, and the like. I believe the question of when special assessments are appropriate has been addressed by the courts and the rulings are clear, but they appear to have been misapplied or misinterpreted in this case. In such circumstances, an examination of the case by a Standing Committee of the Legislature would give the issue broader consideration than just from the government side of the equation.

PARKS, RECREATION AND CULTURE

File No. — 85-22000-10-20

These complainants approached my office in January of 1985. They had leased land from the then Department of Parks and Renewable Resources and had built a home. The home began to sink and their attempts to rectify the situation proved unsuccessful. Ultimately they quit-claimed their lease to the subject property and moved the house to a new leased site. They have sought compensation from the Department to no avail.

The lease agreement, dated the 3rd of November 1981, was for 21 years with a annual rental fee of $120, and required the lessee to erect a residential building with a minimum value of $4,000 between January 1, 1982 and January 1, 1984.

At the time that the complainants applied to lease the property they knew the land was swampy, but Mr. H. felt the site could be filled and levelled. He was not unduly concerned and was not averse to investing the money required to have the site prepared for building. After all, he was leasing from the Provincial Government, not some

fly-by-night developer and felt he could reasonably expect that the land offered for lease was fit to build on. He therefore went ahead with filling and levelling at a cost of $1,675. Construction commenced in the fall of 1983 and the house was completed in the spring of 1984.

Late in the year it was noticed that the house was sinking. Gyproc was starting to crack, windows and doors would not open and shut properly and the furnace had to be removed eventually as it was damaged when the house sunk. An effort was made to remedy the problems by jacking up the building and placing cement blocks on the foundation, and by adding some $2,500 worth of fill; but all this was to no avail and an inspection by a Conservation Officer on September 14, 1985 confirmed the condition of the home.

Eventually the couple quit-claimed (surrendered) the lease and purchased another lot and moved the house to the new site. Expenses incurred amounted to $10,000, being $7,500 for the new lot and $2,500 to move the home.

Subsequent to an investigation, and having heard that **local** officials of the department had argued against developing this location because of its swampy condition my predecessor, Mr. Tickell, relayed his views to the Deputy Minister and tentatively recommended compensation at $12,500.

The response to Mr. Tickell read thus:

> "We have considered your recommendation that the department pay compensation in the sum of $12,500 to the Hs for the expenses they sustained in connection with the settling of their house, which was located on a lot leased from the department. The department's position is that there is no legal basis on which it would be liable to the Hs for the damage they had sustained, nor is there anything "unreasonable, unjust, oppressive or improperly discriminatory" in its decision to deny the Hs' request for compensation. It is submitted that the department acted reasonably and fairly in the circumstances in permitting Mr. H. to quit-claim his lease and move the building to a new site. To suggest it ought to go further and compensate the Hs for all related expenses is, in our view, unreasonable and not something for which the law would give the Hs any remedy.

In the landlord/tenant context, the law is clear that there is no implied convenant or warranty that demised premises are fit for the intended purpose of the lessee, whether or not the landlord is aware of such proposed usage. Thus, in the absence of fraud or an express warranty as to the condition of suitability of the premises or an express covenant by the landlord to make the premises suitable for a particular purpose, there can be no liability on the part of the landlord for any damage suffered by the tenant due to the condition of the premises (see Williams & Rhodes, **Canadian Law of Landlord and Tenant**, 5th Ed., para. 10:1 et seq.). The following cases underscore the responsibility of the tenant to examine the premises for defects and suitability for purpose prior to taking possession:

Rogers v. Sorell (1903), 14 Man. R. 450 (C.A.)

Barker v. Ferguson (1908), 16 O.L.R. 252, 11 O.W.R. 257 (C.A.)

Gilbanks v. Vancouver (1944) 3 W.W.R. 47 (B.C.Co.Ct.)

In the present situation, there were no warranties by the department concerning the condition or suitability of the leased lot for a particular purpose. The tenant was, in fact, aware of the condition of the site at the time entered into the lease and thought he could rectify it. The department should not bear the loss for his failure or inability to do so. Furthermore, provisions in the Lease Agreement executed by Mr. H. would, it is submitted, preclude the department from being found liable for any damage resulting from the tenant's use and occupancy of the land.

We therefore suggest that the department's decision not to offer any compensation to Mr. H. is reasonable and sound in law and advise that the department intends to maintain that position."

Well, who could argue with that. I felt the department's position was **legally** correct, relying on common law. However, the cases seem to recognize that the common law position can be altered by contract or by fraud and in this case the lease imposed an obligation on the complainants to:

1. Use the land for residential purposes only.
2. Erect a building to be used for a residence at a minimum value of $4,000 and to be constructed by January 1, 1989.

Given the obligation **imposed** by the contract, I am inclined to argue that if there is a no express warranty that the leased land be fit for

the purpose for which it is leased, **the existence of the contractual obligation** creates an implied warranty of suitability in order that the lessee can fulfill the obligation. The attitude taken by the department, while legally correct, is more of what one might expect from the market place rather than from a government dealing with a disappointed citizen, and I feel it is indicative of the imbalance between government and the people that our complainants are expected to bear the cost in consequence of leasing land that should never have been leased with such an obligation attached.

Further to the refusal of Mr. Tickell's recommendation I took the case to the Minister by way of a report under Section 24(1) of **The Ombudsman Act**. In this report my concluding remarks were:

> "As a general point I can agree that in the absence of fraud or express warranty about condition or suitability, there is no implied warranty that demised premises are fit for the intended purpose of the lessee and I agree with lawyer S. that Mr. H. was aware of the condition of the site (with some qualification) and thought he could deal with it.
>
> On consideration, if Mr. H.'s problem with his house sinking had been resolved by the measures he took — filling, levelling, etc. — then I do not feel his complaint would be substantiated, but it was beyond his reasonable expectation that on top of all he did to try and remedy the problem, he would eventually have to acquire another lot and move the house, at a further cost of $10,000.
>
> On reflection I am prepared to alter the recommendation to the extent of reducing the suggested compensation to $10,000, the cost involved in moving to the new lot, foregoing any consideration of the attempt to fix things on the Crown lease. I know the legal argument presented on the Department's behalf, but I understand that a former Resource Officer had counselled against developing the site of Mr. H.'s lot because of the unsuitability of the land, only to have his advice disregarded, to the citizen's cost.
>
> As it was, the Department went ahead and Mr. H., who was prepared to put a **reasonable** amount of time and money into the site, is now being asked to pay for what is actually more than mere misfortune in the offering of this unsuitable land, because

there was a concern within the Department that was overlooked when, even if not accepted without reservation, it perhaps should have generated some caution, or even appropriate testing as to soil conditions.

Frankly, while the position being taken is strictly legal, this does not make it "right" and in this situation I am uncomfortable to find the Saskatchewan Government acting in so high-handed a manner towards a citizen who entered into a lease agreement in good faith and did his best to deal with the problems he encountered. Also, morally if not legally, I feel that if government is eager to open lands for residential development, there is a public expectation that any land offered for such development would be basically suitable.

RECOMMENDATION

At bottom I believe this is a matter touching government integrity in its dealings with the people of Saskatchewan and I invite your serious consideration of my recommendation to reimburse Mr. H. the $10,000 expended in moving his home from the leased lot."

This approach did not change the department's position and the Minister concurred with the views expressed by the Deputy Minister in a response dated March 11, 1988. He wrote:

"With reference to your letter of February 18, 1988, this is to advise that Parks, Recreation and Culture disagrees with your conclusion that the Hs ought to be reimbursed for investments related to their housing in D.B. This disagreement is based on the particular merits of the Hs' case as well as the significant underlying precedent which would be established for Crown resource land occupations in general.

In addition to this position, there are several other considerations which have not been fairly taken into account such as:

i) There is no evidence at hand that Mr. H. did in fact undertake adequate site investigation or preparation measures prior to constructing a house. There is also no evidence that damage repairs were made as claimed.

ii) Mr. H. selected (the lots) on his own free will in 1981, without any pressure or direction from the then Department of Northern Saskatchewan.

iii) The subdivision described by Plan No. ____ met the requirements and standards of the Provincial Subdivision Regulations. This subdivision was approved without need for a geotechnical study or site enhancement as normally required for potential flood prone, slumping or otherwise problematic areas for structural development. The then Department of Northern Saskatchewan proceeded with disposition of approved subdivision lots on the basis that all requirements and standards had been met."

Somehow, it seems fair to comment that all requirements and standards may not have been met, since the land was demonstrately unfit for house construction. However, the department and the Minister adopted a legalistic stance in the matter and, since the complaint did receive a full review at the most senior level I had no option but to close my file.

Obviously, I still feel the complainants should have been compensated and, while there is nothing wrong with the Minister deciding not to accept my recommendation — this is definitely his prerogative — I believe this could be an appropriate case for review by a Standing Committee of the Legislative Assembly. I feel there is a fundamental issue involved about how government deals with citizens in what are essentially commercial transactions. Rather than merely adopting the attitudes and practices of the market place, I suggest government should be setting an example in fair dealing and not be taking refuge in legal argument to avoid compensating a couple who **reasonably** expected land leased from their government for residential building would be suitable for that purpose.

PART II

CASE SUMMARIES

General Summaries

AGRICULTURE

File No. – 86-12000-00-01

This complainant approached my office in November 1986 regarding his eligibility for the Farm Purchase Program. It was his view that the Farm Credit Corporation failed to provide him with the proper information which would have allowed him to qualify for a larger rebate under the Farm Purchase Program. Since this information was not provided he believed that the Farm Purchase Program should allow him maximum eligibility.

The Farm Purchase Program Act received Royal Assent December 17, 1982 and took effect immediately. The Farm Purchase Program Regulations were filed on January 6, 1983. Although this was a provincial program the method of application was through a federal agency. The Farm Purchase Program applications were provided exclusively from Farm Credit Corporation from January 1983 to the fall of 1983, at which time other lenders were then taking applications. For the purposes of this complaint though, the Farm Credit Corporation was the only lending agency which could take applications under the program.

The Farm Purchase Program provided an interest rebate to farmers for land purchases. Eligibility was based on net increases in value of the land or in simpler terms, total purchases, minus sales, in the 12 months immediately preceding the date of application.

Three land transactions were relevant to our client's application. These are as follows:

(1) The purchase of a quarter on March 9, 1982, for the sum of $39,409.

(2) The purchase of an adjoining quarter on June 15, 1983 for the sum of $150,000.

(3) The sale of a portion of land on April 25, 1983 for the sum of $65,000.

As a result of these transactions his eligibility for a rebate did not take into account the land purchased in March 1982. Eligibility was based on the difference between the purchase of June 15, 1983 and the sale of April 25, 1983 or $85,000. Had the purchase of March 9, 1982 been included, his eligibility for a rebate would have increased by the $39,409 purchase price.

Records indicate that the complainant attended his local Farm Credit Corporation office between January 24 and January 28, 1983. He advised that he fully informed the Farm Credit office of his plans to purchase land from his father while selling another portion of land at the same time. He also advised that no information was received regarding time lines for these various transactions. In other words he states that no one from Farm Credit told him that the sale and purchase of the various properties would have to occur prior to March 9, 1983, in order for the March 9, 1982 transaction to become eligible for the program. No records exist to contradict his account and the particular officer involved simply and quite understandably cannot recall the specifics of the interview. From what we learned, the program proved very popular and the Farm Credit officers in January were very busy. I am not surprised that the officer does not recollect the specifics of this particular interview. He suggests understandably when pressed on specifics, that this farmer knew about as much as anyone else did.

Nevertheless the complainant says, and I am inclined to accept his statement, that had he been informed of the necessity of completing the transactions prior to March 9, 1983 he could have had them completed.

I also note that prior to my Office's involvement, Farm Credit Corporation had indicated to the Department that since they were aware of the implication of the delay and cannot show evidence of counselling they were prepared to recommend an increase in the eligibility of loan rebated from $85,000 to $124,409.

As Farm Credit Corporation was the delivery agent for the program and as they were in possession of information which would have benefitted the complainant, and as there is uncontradicted evidence that such information was not given to him, it appeared reasonable to me to increase their eligibility to $124,409.

A recommendation to this effect was made to the Minister of Agriculture, but was not accepted. The Minister expressed satisfaction that the Farm Purchase Program policy had been applied in a fair and consistent manner, in line with the treatment afforded other applicants.

He felt " . . . that to grant increased eligibility to these clients would be an arbitrary exception since other clients had been similarly refused in similar circumstances".

One might argue that two, or more, wrongs don't make a right: that our complainant and all the others who had been refused in similar circumstances should be entitled to increased eligibility because of inadequate information being given out by the Farm Credit Corporation. However, while I feel justified in taking 'benefit of doubt' type cases to a Minister, there is usually, as in this particular case, a lack of the "hard" evidence which would merit going to Cabinet or the making of a special report to the Legislature.

I decided the complaint had at least been reviewed at an appropriately high decision-making level and, somewhat reluctantly however, advised the client accordingly.

EDUCATION

File No. — 87-11000-30-01 and 87-7000-10-11

Our complainant took early retirement in June 1987. He experienced a delay in the processing of his early retirement settlement the result of which cost him a loss of interest on the amount.

Our investigation uncovered a "series of misadventures" in the processing. Our complainant neither contributed to the delay nor was in any way responsible for the delay — therefore we recommended the Department reimburse him for the amount of interest his early retirement settlement would have generated had it been processed expeditiously.

The complaint was rectified.

File No. — 87-7000-10-14

In December of 1987 our office was contacted by a student who was in arrears on his Canada Student Loan and was being pressured by a collection agency. This student had been sponsored by the V.R.D.P. (Vocational Rehabilitation of Disabled Persons Program) and, according to his letter, he had failed to complete the necessary application forms and had somehow lost eligibility for remission of approximately $6,000 of his loan. The student explained that based on the correspondence and approvals he had received, he believed that he had complied with all the necessary expectations and therefore felt it was unfair that he should lose his eligibility for remission.

The investigation confirmed that the student had been referred to the V.R.D.P. program by the John Howard Society. His initial application was approved on August 8, 1984 for the school year August 27, 1984 to June 22, 1985. His letter of approval from the V.R.D.P. Selection Committee, dated August 22, 1984 included: "I am pleased to inform you that your application for training has been approved under the regulations of the Vocational Rehabilitation of Disabled Persons Agreement. This approval authorizes you to receive all benefits available under the special incentives program."

In addition to his V.R.D.P. application, this student was also required to complete a standard Canada Student Loan application form. This application was dated July 19, 1984. The top right hand portion of the form indicates the various programs covered by the application — including the special incentive bursary. Our investigation was able to confirm that approval for the V.R.D.P. program simply served to make the student eligible for the special incentives program, a program of Saskatchewan Advanced Education and Manpower. This program makes a student eligible for 100% remission of the Canada Student Loan during his first year of studies and 50% remission of his Canada Student Loan during his second year of studies. The only condition for granting remission is successful completion of the program and application within six months of completion.

Our complainant did complete the first year of his program successfully and was sent an application for remission in July of 1985. It does not appear that any covering letter was sent with the application form — which is quite lengthy and applies to several different programs. The student acknowledged having received the application but assumed that since he had already been approved for his V.R.D.P. program, that it did not apply to him — he discarded it.

On August 26, 1985 the student made application for the Canada Student Loan for his second year — the 1985-86 school year. The Canada Student Loan was approved, but no reference was made to the V.R.D.P. program. In fact, his application for the second year of the V.R.D.P. program was not submitted until April of 1986. Similarly, although approval was given to the second year of the V.R.D.P. program on April 22, 1986, no mention was made of the fact that the student had not applied for remission during the first year of his program. Approvals had been sent to the sponsoring agency — the John Howard Society, who in turn, were advising the student.

In July of 1986, the student was sent an application for remission on the second year of his Canada Student Loan. The student denies having received any application for remission in 1986. It was not until November 1986 when his bank advised him of the starting date for his loan payments and of the amounts that he knew he was expected to repay. Upon learning the amount to be repaid, the student speedily contacted the Department of Education — Student Financial Services.

At this point, he became aware of the need to make application for remission — even though he had already been approved for the program and had successfully completed his studies. He was told it would probably be too late to obtain remission for the first year of his studies, but would still be eligible for the second year. It was apparently agreed that applications for remission would be sent to the student for both years and that his case would be reviewed.

Student Financial Services insists that applications were sent to the student on December 11, 1986. He maintains he never did receive them. However, he did complete the applications for remission for both years and sent them to the department. Both applications were rejected as Student Financial Services had already forwarded the loans to Ottawa, for collection purposes. It was considered the student had delayed too long.

Upon completing this investigation, I was satisfied there was a lack of communication between the various parties — V.R.D.P. — John Howard Society and Student Financial Services. These three agencies seemed to be making their decisions independently where, in fact, their decisions impacted upon one another and on their mutual client — the student. This lack of communication between the agencies and the student led me to the conclusion that he had not properly understood the program and its requirements as it pertained to applying for remission. Finally, the investigation confirmed that the application forms which were sent to the student in December 1986 were sent to an address which was similar to, but distinctly different from the student's actual address in Alberta. As such, we felt there was a good likelihood that the student had not received the application forms.

In view of all of these considerations, I recommended that Student Financial Services approve the student's remission for both of the academic years in question. To the credit of the department, a response was received within approximately five weeks which

accepted the recommendation in its entirety. As a result, remission of $5,790 was authorized on behalf of the student for the academic years 1984-85 and 1985-86.

In addition to providing this retroactive payment, the department also agreed to review their current application form in order to prevent future misunderstanding. The department also advised that they would be reviewing the information which is sent to students eligible for V.R.D.P., with a view to eliminating similar confusion in the future.

File No. – 88-7000-10-20

A single parent complained that an employee of the Department of Education, Financial Services, had advised her that Department officials required six to eight weeks to assess applications for financial assistance whereas she required an assessment within two to four weeks in order to complete her re-education plans. Her plans included registering in particular classes required to complete an adult education program and the preparation of a household financial plan which would sustain her family for the term of her re-education. My Intake Officer discussed the problem with the Student Assessment Unit at Financial Services. The Unit Manager subsequently resolved the situation by providing the complainant with an offer of a more timely financial assessment.

HEALTH

File No. – 88-13000-80-02

A complainant representing a person diagnosed as being alcoholic complained that the Department of Health did not provide alcoholism rehabilitation services to physically disabled persons who required some nursing care. My Intake Officer brought the complaint to the attention of an Associate Deputy Minister of Health who, in turn, referred the matter to the attention of the Executive Director of the Saskatchewan Alcohol and Drug Abuse Commission. SADAC reviewed the circumstances of this case and resolved the complaint by offering to provide the individual requiring rehabilitation services with a suitable treatment alternative.

JUSTICE

File No. — 87-2000-30-92

Mr. N. was sentenced in Alberta but remanded in Saskatchewan. As his warrants were not waived in he was denied the inmate allowance to which he would have been entitled had he been sentenced in Saskatchewan.

When Mr. N. first raised his concerns with Corrections the matter was dealt with as a 'pay' issue when it ought to have been dealt with as a 'transfer of warrants' issue. Had N. been apprised of the process necessary to have his sentence transferred to Saskatchewan he could have become eligible for inmate pay under the present policy. However, it was not until our involvement some nine months later that Mr. N. had his sentence transferred and became eligible for the allowance.

The Department undertook to provide remand staff with the information necessary to resolve any future situation of a similar nature. Further, the Department agreed to reimburse Mr. N. the $2.00 daily allowance he would have received from the day he came into the department's custody, up to and including the date of his warrant expiry.

File No. — 88-2000-30-02

Our complainant stated that she was being denied visits with her boyfriend at the Saskatoon Correctional Centre, at the request of her parents, even though she is eighteen years of age and no longer lives in their home.

Contact with the Deputy Director of Security (D.D.S.) at the institution determined that the complainant had been visiting with the inmate before she had left her parents' home. The parents did not approve of the relationship and complained to the institution. Because no action was made to stop their daughter from visiting, a formal complaint was then made to the Minister of Justice. As a result of this, a "no contact order" between the complainant and the inmate was issued.

However, once the complainant reached the age of eighteen, she moved into a place of her own and re-applied for visiting privileges.

To her surprise she was still denied visiting rights on the basis that her parents were objecting. The D.D.S. admitted that there were no other reasons for denying the visits.

I pointed out to the D.D.S. that the complainant had now become an adult, with the right to decide for herself if she wishes to associate with the inmate. I further advised him that the parents' rights to make decisions for the complainant ended when they began to infringe on her rights as an adult.

The D.D.S. said that he understood my position in this matter and asked me if I wanted him to allow the complainant to visit the inmate. I indicated that the decision to allow visiting privileges still remained with the institution, but that I would be making a recommendation in my report that the restriction be reviewed. At that point he indicated that he would lift the restriction and allow the complainant to visit, starting immediately.

I notified the complainant of the decision to lift the restriction that afternoon and closed the file as substantiated and resolved.

File No. — 88-2000-30-185

An inmate complained to my office about what he felt was unfair treatment by a discipline panel. He had been charged with acting in a disruptive manner. The discipline panel, after hearing the inmate and reviewing the charge sheet which outlined the details of the incident, determined that a warning to the inmate was sufficient sanction. Subsequently, the Director of the Institution received more information about this man's behavior earlier on the day he was charged. Based on the "new information", he ordered the panel reconvene, rehear the same charge and consider this new information. After rehearing, the panel decided to lock the inmate in his cell for five days.

In reviewing the structure of the discipline policy, I concluded the Director's role was that of appellate review. In this case, I felt the Director interfered with the discipline process by ordering a rehearing based on information which either should have been present at the original hearing or could have formed the basis for an additional charge. By ordering a rehearing on the same charge, the Director "opened the door" to any staff who may have felt displeased by the sanction to "dig up" more information to build a better case. He clearly felt the discipline policy allowed him the

right to review all matters related to discipline matters but, although the policy does permit overall review of the discipline system, I considered it inappropriate to use that particular section as a mechanism to interfere with the delegated authority of the discipline panel. I questioned how often a panel would be required to "rehear" cases when information for the initial hearing is not properly prepared.

Upon communicating my findings to the Department, I was pleased there was agreement on the role of the Director as an appellate review for discipline decisions and the policy is being revised to clarify this aspect of the discipline process.

File No. — 87-2000-30-177

There are times in the course of an investigation when we come across certain facts that appear unbelievable, perhaps incredible. This is one of those cases.

In December of 1987 a Correctional Centre inmate advised our office that he should not be in jail and that in fact he was serving someone else's prison sentence.

Our investigator interviewed the inmate and followed up the paperwork leading to his incarceration.

It was learned that the inmate (K.C.) was arrested in Regina on May 22, 1987 at which time he apparently told the police he was someone else (W.C.). It turned out there were outstanding arrest warrants for W.C. and so the police, thinking they had arrested W.C., brought him to court on the outstanding warrants. K.C. stood before the Judge and pleaded guilty to the charges in the name of W.C. He was sentenced to an aggregate term of six months on three charges.

The following day K.C. pleaded guilty to two more outstanding charges in the name of W.C. and received another thirteen months consecutive to the previous six months, hence, a total of nineteen months to be served in a provincial Correctional Centre. His earliest release date would have been February 1989.

In November 1987, while serving his time at the Centre, K.C. was recognized by a corrections worker as himself (K.C.) and not as W.C., in which personna he was convicted and sentenced.

Once it was determined that the inmate was indeed K.C., the Centre had a number of outstanding criminal charges for K.C. waived in, to which he pleaded guilty and was sentenced to four months consecutive "to be served on the expiration of the sentence served".

There are numerous questions which could be asked in this case right from the very first instance that K.C. was arrested, to the point of the consecutive sentence he received as K.C. while serving a sentence as W.C. My concern was to remedy the incarceration problem, as I do not have jurisdiction to investigate the police or the courts.

My office contacted the Director of Public Prosecutions and the whole matter was straightened out. K.C. completed his own four month sentence and was released.

MEDICAL CARE INSURANCE COMMISSION

File No. – 85-13020-00-04

B. contacted our office regarding coverage under the Saskatchewan Medical Care Insurance Plan for dental services provided outside Saskatchewan.

B. is an epileptic who treats the disorder with dilantin. One of the side effects of prolonged use of dilantin is severe gum growth. In B.'s case gum surgery and extensive cleaning of the teeth were performed. Because B. lived much closer to an out-of-province oral surgeon, the required surgery, etc. was performed in that province and the Saskatchewan Medical Care Insurance Plan was expected by B. to reimburse, at Saskatchewan rates, some or all of the approximately $1,000 treatment bill. Needless to say, B. was startled when advised by the Commission it would pay only $72 based on the information provided by B., the M.C.I.C. payment schedule and, the assessment rules of M.C.I.C. In other words, the majority of the dental services B. received did not fall in the range of insured dental work, according to the Commission in May 1985.

By October 1985 the Commission reviewed B.'s claim and increased coverage an additional $120 to reflect additional information provided by B. that entitled the increased payment.

Following our investigation I took the position that B. was entitled to, at least an additional $650 to cover the cost of treating the effects of dilantin.

In January of 1986 the Minister responsible exercised his discretion and paid out an additional $450.

I reviewed the remaining charges and argued for an additional $200 of coverage relating primarily to teeth and root cleaning necessary in the proper treatment of B.'s problem. B.'s doctor advised that the type of cleaning required by B. was imperative to the success of the surgery done to remove the tissue growth. In February 1988 the Commission paid out the remainder of the claims relating to the operation.

File No. — 87-13020-00-01

Under the Medical Care Insurance regulations, the Saskatchewan Medical Care Insurance Commission has discretion to pay for an insured service where the service is obtained outside Saskatchewan and where a specialist notifies the Commission in writing:

1. Of the beneficiary's need for the service;
2. That the insured service is not available in Saskatchewan;
3. Whether the insured service is available in any other province.

In this case M., a resident of Saskatchewan, required eye surgery (an insured service) in an emergency situation. However, there was no insured ophthalmologist available in Saskatchewan at the time to perform the surgery. M. therefore had surgery by an ophthalmologist in Saskatchewan who was not covered by M.C.I.C. as he had chosen to opt out of the insurance plan.

When M. tried to recover the cost of his surgery from M.C.I.C., he was refused because the doctor was not in the medical insurance plan of the province.

M. came to this office alleging unfairness, as he was of the impression that had he gone to certain ophthalmologists outside the province of Saskatchewan, he would have the surgery covered by the plan, since no ophthalmologists were available in Saskatchewan who were covered under the insurance plan. Indeed our investigations revealed that patients were being referred to Alberta ophthalmologists because of the lack of available Saskatchewan ophthalmologists in the plan.

Furthermore, given the urgency of the surgery, M. had no choice but to have the surgery performed by a Saskatchewan ophthalmologist not in the insurance plan.

I recommended payment in the amount equivalent to Saskatchewan insurance rates for the cost of the surgery.

The Medical Care Insurance Commission accepted this recommendation.

PARKS, RECREATION AND CULTURE

File No. – 86-22000-10-16

A retired employee from the Department of Parks and Recreation complained in July of 1986 regarding the Department's refusal to compensate him for accumulated overtime. He had worked with the government since 1972 and had accumulated extensive hours of overtime during that period. Until 1979, accumulated overtime had been recorded in a log book by management. However, this employee had chosen to maintain his own record due to an internal dispute over the reporting method implemented in 1979 to document overtime hours. In 1984, he had planned to take time off in lieu but due to severe medical problems he had no opportunity to take time off prior to his retirement. Overtime records which he maintained had been lost upon his return from sick leave.

Our initial response from the Department agreed that there were overtime hours owing to this man from travel records required for field trips. However, these records only verified 16 overtime hours credit — which was far short of the 759 hours the employee was claiming.

Investigation of the matter revealed the existence of the log maintained to 1979 which documented 51 days of overtime to that point. The process by which overtime was recorded and time in lieu taken after 1979 was such that it was impossible to reconstruct the employee's claim for overtime hours. The travel records only indicated times of leaving and arrival from the office and there was no indication of actual hours which were worked while on a field trip.

Management had advised that in a meeting in March of 1983, employees were instructed to reduce their hours of overtime. Our complainant alleged he was not in attendance at this meeting.

However, even if he was, the department did not appear to follow through on enforcing any time off in lieu rule. No staff minutes of this March, 1983 meeting nor subsequent memos to the employee were prepared. In this regard, Section 8 of **The Labour Standards Act** had application to the situation as the employer had knowledge, at least from the travel records, that the employee was working overtime and did not cause him to stop working.

On this basis, my office made recommendation the Department at least compensate the employee for the overtime hours which were verified from the management log book and travel records. This recommendation was a compromise solution which the Department was prepared to accept and the employee could live with, given any alternative type of settlement would have involved a long costly court battle.

PUBLIC EMPLOYEES BENEFITS AGENCY

File No. – 88-11000-40-02

This gentleman contacted our office to complain that while working as a temporary Technical Institute Instructor from spring to fall of 1984 he signed up to contribute to the superannuation program. He said that at the time he signed up nobody advised him that the funds were to be locked in.

Then, in 1985 he was hired as a temporary instructor at another Campus where he worked again from spring until fall. During this period contributions were deducted for the superannuation program.

When he was laid off he waited some time, then applied to get his money out of the fund. He was told that all of the money had been locked in and he was not entitled under the program to get the funds out until he turned sixty-five years of age. He said that he has been trying to convince the administrators of the fund, (The Public Employees Benefits Agency) that he should be allowed to withdraw the funds because he wasn't advised that they would be locked in.

He said he had turned to us as a last resort because he had been fighting the government agency for a year and a half. He said he was tired of fighting and asked for our assistance in resolving the matter.

I contacted the Public Employees Benefits Agency who advised that the funds appeared to be locked in but they would check into the matter and advise me.

Things happened fairly quickly after my initial contact with the agency. I was told there seemed to be a discrepancy in the way the deductions were made in the second year of the complainant's participation in the plan. He had not re-applied to have the deductions made, so they were actually made without his permission. These funds would be returned to the complainant immediately.

The funds for the first year of his employment were properly made and locked in, as per the legislation which states that the funds will be locked in after the conclusion of the first year of participation in the plan, so the complainant was not eligible to receive a refund of that part of the contributions.

I had discussed alternatives with the complainant who indicated that he would like to have any funds that were locked in "rolled over" into a locked in R.R.S.P. so that he could keep his financial matters together in one bank. I asked the Director of the Public Employees Benefits Agency if this was possible and received an affirmative answer.

I passed the information on to the complainant who said he would send in the necessary documentation so that the funds could be placed into his R.R.S.P. On March 18, 1988 I received a copy of a letter sent to the complainant indicating that a cheque was included in his letter for the full refund of the second year's deductions and that the other funds were waiting to be transferred to his R.R.S.P. when the forms arrived from him.

I contacted the complainant and asked him if he was satisfied with the outcome. He assured me that he was and thanked us for intervening on his behalf.

The value of the Ombudsman's office to this client is quite clear. It is gratifying to see a matter cleared up in a few weeks, which had the complainant ready to give up after a year and a half of fighting unyielding bureaucratic red tape.

SASKATCHEWAN CROP INSURANCE

File No. — 88-1050-00-08

Our office occasionally must rely on expert opinion in attempting to determine the "truth" of a situation.

This case involved a Saskatchewan Crop Insurance contract our complainant advised he had never signed or received. In 1985 his father had recommended the coverage, but our complainant was not certain whether he or his father contacted the Corporation office to inquire about coverage. Our complainant received Seeded Acreage Reports to complete and was provided coverage in the 1985 crop year. A claim was submitted but coverage was not as beneficial as our complainant anticipated. He contacted the Corporation by phone to withdraw his policy. However, the conditions of the contract required written withdrawal prior to January 31, 1986 or the coverage continued. This condition made our complainant responsible for the 1986 premium.

Our complainant was then notified of his "indebtedness" to the Corporation. His attempts to dispute the matter were to no avail as the Corporation had a signed contract which bound him to continuous coverage.

We secured a copy of the contract and sent it to the complainant. He then advised the signature was not his nor that of any member of his family. Sample signatures were collected and submitted for expert analysis for an opinion.

The analysis supported our complainant's statements. The Corporation, on receiving the expert examiner's report, waived the individual's indebtedness to the Corporation. Clearly, since neither the claimant or his wife signed the contract, they could not be held responsible for the terms/conditions requiring written withdrawal.

To this end, we still have not uncovered the entire mystery of who signed the contract, but the costs of further analysis prohibited further review. The Crop Insurance Corporation may wish to take the matter further.

SASKATCHEWAN GOVERNMENT INSURANCE CORPORATION

The number of S.G.I. cases included in these summaries does not indicate any particular problem in our dealings with the Corporation. If anything, they show that S.G.I. is willing to admit mistakes do occur and is prepared to remedy the resulting problems.

File No. — 88-26000-30-68

Our complainant was denied insurance coverage on his damaged vehicle because S.G.I. determined the vehicle was improperly registered. The owner had transferred the plates from another vehicle and requested a package policy. However, he did not qualify for a package policy as he had a learner's license. Therefore, the vehicle was registered in his father's name with an accompanying package policy. The owner still lived in his parents' home and the agent who sold him the plates and policy obviously approved this arrangement.

The vehicle was damaged in January 1988 and a claim paid out. However, May 1988, the vehicle was vandalized. Initially, S.G.I. determined from statements from both father and the son that clearly the son was the owner of the car. The vehicle was improperly registered which violates the insuring contract.

Upon our office providing notice to the Corporation, S.G.I. undertook to obtain a written statement from the agent who sold the policy. The agent confirmed that he informed the son that he required a driver's license to qualify for a package policy. To issue this policy, the agent then processed an improper vehicle registration in the father's name. Because S.G.I.'s further investigation of the matter did not reveal any attempt by our complainant to hide facts from his agent, they agreed to extend coverage on the claim.

Reconsideration and further investigation brought this matter to a satisfactory conclusion.

File No. — 87-26000-30-140

This complaint arose out of a dispute as to the value placed on our client's car in a total loss situation. The claim proceeded to arbitration and the appraisers on both sides agreed on a figure of $1,200. However, the insured's appraiser said later that he had

been instructed by the adjuster to disregard the amount spent by the client in repairs over the previous twelve months. In this man's opinion, including these expenditures would have put the value between $3,500 – $4,000.

Inquiry discovered that S.G.I. were denying any suggestion or instruction was given to the claimant's appraiser, but it was also found that no umpire had been selected, as is required under the legislation. Section 9 of the Statutory Conditions in **The Automobile Accident Insurance Act** stipulates that the appraisers, once chosen, shall select a disinterested umpire, " . . . and **thereafter** the two appraisers together shall estimate or appraise the loss or damage," (my emphasis).

The adjuster's view of this was that since the appraisers had agreed on the value of the vehicle (disregarding the one appraiser's comment about being given specific instructions) the need to select an umpire was irrelevant.

Clearly, this was wrong. The idea of choosing the umpire before the appraisers have seen the vehicle is to ensure his/her impartiality if the appraisers should disagree. In this case the failure to follow the process invalidated the appraisal, and I'm pleased to report that S.G.I. accepted our view of the case and arranged for a new arbitration. It happens that this produced a slightly higher settlement for the claimant – not as much as he would have liked – but our concern was with the process and the file was closed as rectified.

File No. – 87-26000-20-13 and 87-26000-20-14

In early September 1987 our office was contacted by two separate individuals, each of whom had recently had their operator's licenses and vehicle registrations cancelled by S.G.I., without notice. The reason for the cancellation was apparently outstanding debts owed by each of these two individuals, the debts dating back several years. They believe that they should have at least been given some forewarning of S.G.I.'s intention to collect these debts prior to the cancellation of their licenses and registrations.

Investigation of these complaints confirmed that one man owed S.G.I. $459.75 and that this debt dated back to 1971. The second case involved a debt of $376.96 and dated back to 1975 when the individual was only 14 years of age. In each case, the drivers had

been advised of their debt at the time the various accidents occurred but both had subsequently been issued driver's licenses and had been driving in excess of 10 years. It was therefore quite understandable that both men were shocked to have their licenses suspended, without notice, for debts incurred so many years ago.

By the time our investigation had concluded, both of the individuals had paid the debts in question to S.G.I. and were once again driving. With the immediate problem being solved, our office then turned our attention to the system in place, which had initially caused these complaints.

S.G.I. officials advised that they had been doing a "house cleaning" of some of their old files and discovered these outstanding debts of long duration. Legally, S.G.I. was entitled to collect the debts in question. However, S.G.I. officials readily agreed with my investigator that some advance notice should have been given to these particular drivers, especially since the debts were so old and the individuals had been driving for many years. A new policy has been implemented whereby drivers are now given two weeks notice of such outstanding debts during which time they can pay the debt, without their licenses being suspended. In this manner, collection of these long term debts will not cause the same "shock" as was experienced by these two drivers.

File No. — 88-26000-30-26

In 1986 C. awaited a payout of $650 on an insurance claim with S.G.I. The cheque was mailed to C. however it was stolen from his mailbox and cashed by D. at a local store in a neighboring town.

D. was eventually convicted of uttering a forged document and ordered to pay restitution to C. Restitution was never made and C. approached S.G.I. seeking re-issuance of the cheque. Unfortunately, C. was not successful and approached our office.

A short letter to S.G.I. from my office indicating the circumstances surrounding this case eventually resulted in S.G.I. paying C. the $650 but only after S.G.I. had recovered $650 from the merchant through the provisions of **The Bills of Exchange Act.**

File No. — 88-26000-30-51

On occasion, our office can prompt resolution of complaints by providing the facts to senior management with the authority to review and overturn earlier decisions.

Our complainant had her tooth damaged in an automobile accident in 1971. The tooth was saved by a root canal and subsequently had "darkened" in colour. S.G.I. had received a report from the dentist noting the tooth could be bleached or crowned.

Due to the length of time the claim file had been open at S.G.I., the adjuster felt the matter could be concluded by offering settlement on the crowning procedure — which would permanently fix the tooth. However, our complainant's dentist recommended saving the existing tooth by bleaching it. He also noted that a crown would be required at a later date.

The complainant came to my office when her adjuster stated the file was to be closed upon payment for a crown. Upon writing to the Corporation outlining the claimant's preference, S.G.I. was prepared to reconsider the matter. They agreed to pay for the bleaching while leaving the claim file open to allow coverage for the crowning when the work became necessary.

Our complainant's concerns were resolved.

File No. — 85-26000-10-38

In 1978 Mr. and Mrs. R. contracted with Company X Ltd. of Regina to build a home.

Mr. and Mrs. R. negotiated a contract bond with the then S.G.I.O. in 1978, Company X was the principal, S.G.I. the surety and Mr. and Mrs. R. the obligees. The amount of the bond was approximately $19,000.

Company X went into receivership and with the agreement of Mr. and Mrs. R. assigned their contract to Company Y. Approximately two years later Company Y also went into receivership and Company Z took over the contract.

During the course of building the home in Regina problems with the wooden basement structure were experienced, the walls were caving in, and corrective action did little to rectify the situation.

Approximately five years later engineering reports indicated that further remedial work was required to restore stability to the basement.

Estimates received by the Rs to replace the wood structure with concrete were approximately $20,000. The Rs approached S.G.I. to have the cost of replacement covered by way of the bond. The response from S.G.I. indicated their obligation extended only so far as the amount of the bond and that approximately $2,300 remained of the original amount.

The whole matter of replacement of the basement and responsibility for the costs remained in limbo for a year or so until the Rs contacted the Ombudsman's Office.

Eventually with the assistance of the home improvement grant and loan the Rs had the basement replaced. S.G.I. also paid out the remaining $2,300 on the contract bond.

File No. — 88-26000-30-38

Our complainant, Mr. B. contacted my office as he was unable to retrieve his vehicle salvage which had been damaged in an accident in 1987.

At the time of the accident, our complainant's vehicle was being driven by his friend who was allegedly impaired. The police attended the scene of the accident and arranged for the vehicle to be towed away. On the day following, the vehicle was towed through S.G.I.'s claims center to assess damages and supposedly returned to the tow company's lot.

At this point, our complainant advises he understood his damaged vehicle had to remain with S.G.I. until the claim was settled. The driver of the vehicle had been charged with impairment but the court date did not proceed for some months. Therefore, Mr. B. did not inquire about his damaged vehicle until he received a letter from S.G.I.'s compound. In the interim, the court had found his friend guilty of impairment and coverage for damages was denied. The driver was also held responsible for third party damages.

Upon receipt of the salvage release form, Mr. B. went to retrieve his damaged car. Unfortunately, it could not be located in the tow company's lot **nor** in S.G.I.'s compound. S.G.I.'s records show the

date it was towed through their claims center and back to the tow company lot. However, representatives of the tow company deny retaining the salvage on their lot and S.G.I. Salvage failed to "produce" the car. The unit was missing and although damaged had some value to Mr. B.

Our view, which we communicated to S.G.I., was that the insured having taken possession of the vehicle and representing to Mr. B. they did have the unit, are obligated to return the vehicle on demand. Mr. B. was not responsible for where the damaged car was stored, as these arrangements were made through S.G.I.

S.G.I. agreed to reimburse Mr. B. for the value of the salvage on the basis their staff had determined the unit was to be returned to the tow company's lot after appraisal.

SASKATCHEWAN POWER CORPORATION

File No. — 87-27000-10-79

This case illustrates the effectiveness of my office in re-establishing communication between government and the public.

Our complainant had agreed to provide easements to S.P.C. to lay electrical lines across her property. However, the result was a misunderstanding of the directions. Despite attempts by our complainant to contact S.P.C. to confirm her wishes as to the routing of the line, S.P.C. proceeded to clear the land. Additionally, the contractor also proceeded off course creating a second cut line and additional damage to the landscape.

S.P.C. initially agreed to clear up the mess on the property and compensate our complainant for destruction of fir trees. However, the resulting "clean up" and amount of compensation to the property owner was not satisfactory — especially in light of her intentions for future development of the property which were upset by the newly laid cable.

At this point the negotiations were stalled and our office was contacted. By relaying the concerns of the property owner directly to the Head of the Corporation, communication was re-established, and within two months further negotiations between the homeowner and S.P.C. were concluded with satisfactory settlement for both parties — reached without a more costly and lengthy recourse to the courts.

File No. – 88-27000-10-50

In June of 1988 we received a complaint from an elderly gentleman in rural Saskatchewan concerning his account with Sask Power. He was of the view that he had been overcharged by approximately $2,800 and noted that Sask Power was threatening to terminate his power services, if he did not pay the disputed amount. Initially, our office attempted to resolve this complaint on an informal basis but it soon became apparent that no quick resolution was possible and a more in depth investigation would be required.

Sask Power advised my office that their technicians had inspected the customer's yard wiring on two occasions, had inspected the equipment belonging to Sask Power and, further, had the customer's power meter tested by federal Consumer and Corporate Affairs. No abnormalities were detected despite all of these inspections and tests.

Meanwhile, the customer had also had his premises checked by an electrician and again no problems were detected on the customer's side of the power service. No unusual or excessive consumers of power were detected and there was simply no explanation for the unusually high power consumption.

At this stage, we examined this customer's power consumption pattern over the years 1982 to 1988. The consumption in kW hours per year were as follows:

	1982	1983	1984	1985	1986	1987	1988	
kWh	21,879	19,390	19,253	15,979	33,833	86,784	7,000	(approx.)

Review of this consumption pattern reveals a fairly dramatic increase in power consumption in 1986 and an even greater increase in 1987. These rural power accounts are only subject to a meter reader on a once yearly basis. The reading which had caused this crisis was thought to have occurred in May of 1987 (the yearly readings for this account end on May 31 of each year). However, the various and extensive tests and inspections completed subsequent to the May 1987 meter reading could not find any evidence or explanation to account for consumption of 86,000 kWh.

A suggestion was made by an official with the federal office of Consumer and Corporate Affairs that perhaps a meter reading error may have occurred at the time of the previous meter reading – May

of 1986. A possible consequence of this meter reading (or recording) error was that the meter, when read in 1986, was assumed to have "cycled" and started again at zero whereas in fact if an error had occurred, the meter may not have cycled in 1986. This cycling of the meter, if correct, would have caused an excessively high reading for both 1986 and 1987. This theory seems to be supported by the fact that consumption for 1988 was again very low.

This customer's lifestyle did not indicate a history of high electrical consumption. A nearby neighbor confirmed the customer's absence from his home for approximately two months of each of the two winters in question and also supported the history of low consumption. Given these factors, plus the various tests and inspections which had failed to reveal any explanation for the high meter reading, my office was led to believe that a meter reading or recording error was the possible explanation.

While not having an abundance of evidence to confirm that this theory was correct, I did propose to the Saskatchewan Power Corporation that they reassess this customer's account, affording the benefit of doubt to the customer, and assuming a meter reading or recording error.

I was very pleased at the response of the Saskatchewan Power Corporation in accepting my recommendation, almost immediately. This customer's account has now been adjusted. The $2,800 in arrears has been replaced with a credit of over $1,400, representing an adjustment to the customer's account over the past two years!

SASKATCHEWAN REVENUE AND FINANCIAL SERVICES

File No. — 88-11000-10-10

An individual who spoke and wrote English as a second language complained he had been denied a fuel tax rebate because his application for the fuel tax rebate had been received after the rebate application deadline had expired. The complainant was of the view his application had been placed in the mail prior to the expiration of the application deadline. My Intake Officer contacted Saskatchewan Revenue and Financial Services, Revenue Division, on behalf of the complainant and was advised he could appeal the denial of rebate. She subsequently assisted the complainant with the preparation of an appeal to the Revenue Division.

The appeal resulted in the successful resolution of the complaint and the complainant received his rebate.

SASKATCHEWAN TELECOMMUNICATIONS

File No. – 86-25000-10-34

In 1986 the complainant resigned from Sask Tel because at the time she believed her superannuation plan had reached a stage adequate to meet her future financial needs.

Information provided by Sask Tel to its employees indicating employee and employer contributions had been given to our complainant. The statement indicated a figure which the complainant requested be transferred into an R.R.S.P. upon her resignation. Approximately one month after resigning she discovered that the amount rolled over into the R.R.S.P. was $4,300 less than the amount she was originally told her superannuation plan was worth.

In addition to the statement the complainant received, before resigning she made enquiries with Sask Tel Compensation and Benefits department to confirm the statement valuation of her superannuation plan. She was advised that the statement could be subject to error give or take $300 – $500, described as a reasonable margin of error. The complainant accepted the confirmation only to find later the error to be $4,300.

Sask Tel denied any responsibility for making up the $4,300 difference following the complainant's resignation and she then contacted my office. The initial response to our investigation was essentially the same as that given to our complainant. First, she was only entitled to what she paid into the plan; second, the benefits statement was an estimate or approximation; third, the statement contained a disclaimer stating "there is no guarantee of complete accuracy"; and finally, the complainant was aware of the error prior to resigning.

The Ombudsman recommended to the Honourable Gary Lane, Minister responsible for Sask Tel, that the complainant be paid the $4,300.

The Minister had the file reviewed and as a result of further enquiries by Sask Tel it was suggested to my office that perhaps the complainant was not telling the truth about not knowing of the error prior to her resignation because certain notes on Sask Tel files indicated that she did.

My office investigated the whereabouts of the complainant for the date she was supposed to have been told about the mistake prior to her resignation and discovered she was not even in the Province at the time she was supposed to have had a face-to-face meeting with the Director of Compensation and Benefits department.

Sask Tel apologized to the complainant for having suggested that she was less than truthful, but continued to refuse to pay the $4,300 discrepancy.

This led to further prompting, through the Minister's office, to have Sask Tel respond to my previous recommendation. Subsequently the complainant was offered $3,000 with respect to the error on her 1985 Personal Benefits statement. Wisely, I think, the complainant accepted the offer.

SOCIAL SERVICES

File No. — 88-23000-10-03

A single mother, on assistance, contacted my office to complain that she was being unjustly accused of living "common-law" with a male friend and had been obligated to sign a document agreeing not to spend any nights with this friend. She felt, since they did live apart, although on the same street, and since he contributed nothing towards her finances, that Social Services had exceeded their authority.

On enquiry it was established that on the basis of a rumour that our client and her friend were living common-law, she was called to account and, with Christmas only 15 days away, was asked, after admitting they occasionally spent the night, to sign a statement saying, "I do not plan to have this happen again if it is considered common-law, and has bearing on my social assistance."

Now I have no quarrel with the Department's authority to deal with single clients who are found to be living in a common-law situation and fail to advise of this situation, but the common-law relationship

has to be properly established and unless offered or admitted, this is done by appropriate investigation. In our client's case no investigation was made and the rumour was taken at its face value. Under the Regulations "spouse", is defined as "a person with whom the recipient lives as husband and wife, sharing accommodation, physical and emotional love and domestic interdependence". The client and her friend maintained separate residences and there was no evidence of any domestic interdependence, although he did help her manage her son who has a medical condition requiring treatment on a daily basis.

It seemed that any inquiry at all would have shown the client did not have a common-law relationship but she was subjected to considerable embarrassment on the basis of mere rumour, uninvestigated and, indeed, unsubstantiated.

Following my investigation a recommendation was made to the Department that the offending affidavit be removed from the client's file and that staff be suitably advised as to the need to investigate allegations before taking specific action.

I'm pleased to report that the Deputy Minister responded promptly, agreeing with my view of the case. The affidavit was taken off the complainant's file, she was assured by letter that the rumours were accepted as unsubstantiated and a suitable apology was tendered. Also, steps were taken to advise staff of the proper action to be taken in dealing with rumours/allegations against clients.

A satisfactory conclusion.

File No. — 88-23000-40-62

This complainant called to say she had submitted a request for assistance regarding basic furniture about one month previously but had no response as yet. A call was placed to Social Services by the Intake Officer but a supervisor advised she could find nothing in the client's file about any such request. She suggested our complainant re-submit the request.

This was passed on to the client, but later the same day the supervisor called back to say the furniture request had been found in the worker's mail box. The form had been there all the time and, on inquiring, the supervisor said this was not entirely unusual. It had been a hectic month, with staff on required computer courses,

and the cover-off worker hadn't got round to her co-worker's files. The supervisor agreed this was more than merely unfortunate and the cover-off worker would be suitably advised. A cheque for $500 was issued immediately to allow the client to buy the furniture she needed for herself and her three children.

WORKERS' COMPENSATION BOARD

File No. — 88-16030-10-89

An injured worker complained that the percentage of his disability had not been properly assessed by the Workers' Compensation Board for several years. My Intake Officer contacted the Workers' Compensation Board on behalf of the worker and was advised that the injured worker could attempt to remedy the complaint by applying for a medical review panel. We subsequently advised the injured worker he required a medical report, which raised the issue of the percentage of his assessed disability, in order to bring the matter back under review. The worker subsequently provided a medical report to the Workers' Compensation Board and the Board re-examined his claim in light of the report. This resulted in him receiving a sizeable increase in the percentage of his assessed disability as well as an increase in compensation benefits commensurate with the increase. The increase in Workers' Compensation Board benefits was back-dated to 1977 and was in the amount of approximately $80,000.

PART III

STATISTICS

PART III

STATISTICS

MUNICIPAL DISTRIBUTION OF COMPLAINTS AGAINST SASKATCHEWAN DEPARTMENTS OF AGENCIES – 1988

Aberdeen	1	Denholm	1
Allan	1	Dodsland	1
Alsask	1	Domremy	1
Arcola	3	Duck Lake	1
Ardath	1	Dundurn	2
Asquith	3	Endeavour	1
Aylsham	1	Esterhazy	3
Balgonie	1	Eston	1
Battleford	2	Estevan	8
Beauval	1	Fairlight	1
Bethune	1	Fairy Glen	1
Big River	2	Findlater	1
Biggar	3	Foam Lake	1
Bjorkdale	2	Fort Qu'Appelle	6
Blaine Lake	1	Francis	1
Broadview	1	Frobisher	2
Bruno	2	Glaslyn	2
Buffalo Narrows	3	Glenbain	1
Bulyea	1	Gouldtown	1
Burstall	1	Govan	1
Calder	2	Gravelbourg	1
Canora	5	Gray	1
Canwood	4	Grayson	1
Carlyle	1	Green Lake	1
Carnduff	2	Griffin	1
Caron	2	Gronlid	1
Carragana	1	Guernsey	1
Carrot River	3	Gull Lake	3
Central Butte	3	Hafford	3
Christopher Lake	2	Hanley	1
Churchbridge	2	Hazel Dell	2
Clavet	1	Henribourg	1
Colonsay	1	Hepburn	2
Conquest	1	Herbert	2
Covell	1	Hodegville	1
Coronach	1	Hudson Bay	6
Creighton	1	Humboldt	2
Cumberland House	1	Ile-a-la-Crosse	1
Dalmeny	3	Imperial	2
Delisle	3	Ituna	1
Denare Beach	1		

Kamsack	1
Kelvington	1
Kendal	1
Kerrobert	1
Kindersley	5
Kisbey	1
Lafleche	1
La Loche	10
La Ronge	6
Laird	1
Lampman	2
Langenburg	1
Langham	2
Lanigan	3
Leader	1
Leroy	1
Lestock	1
Limerick	1
Lipton	2
Livelong	1
Lloydminster	6
Lockwood	1
MacDowall	1
Macklin	3
Maidstone	1
Major	2
Manor	1
Maple Creek	3
Markinch	1
Marsden	1
Marshall	1
Martensville	2
Mayfair	1
McLean	2
Meadow Lake	7
Medstead	1
Melfort	5
Melville	2
Meota	1
Middle Lake	1
Montmarte	1
Moose Jaw	50
Moosomin	3
Mortlach	1
Mozart	1
Neville	3
Nipawin	5
Norquay	1
North Battleford	11
Osler	2
Oxbow	1
Paddockwood	2
Pangman	1
Paradise Hill	1
Pilot Butte	1
Porcupine Plain	4
Preeceville	2
Prince Albert	124
Qu'Appelle	3
Rapid View	1
Redvers	2
Regina	466
Riverhurst	1
Rocanville	1
Rose Valley	4
Rosetown	1
Rosthern	1
Ruddell	1
St. Walburg	1
Sandy Bay	1
Saskatoon	540
Semans	1
Shaunavon	2
Shellbrook	4
Snowden	1
Southey	2
Spiritwood	1
Spruce Home	1
Star City	1
Stenen	1
Strasbourg	1
Sturgis	2
Swift Current	18
Timber Bay	2
Tisdale	3
Togo	1
Trossachs	1
Turner Lake	2
Tuxford	1
Tway	1
Vanguard	1
Vanscoy	1
Viscount	2
Wadena	2
Waldheim	3
Wapella	3
Warman	3
Weekes	1
Weldon	2
Weyburn	8

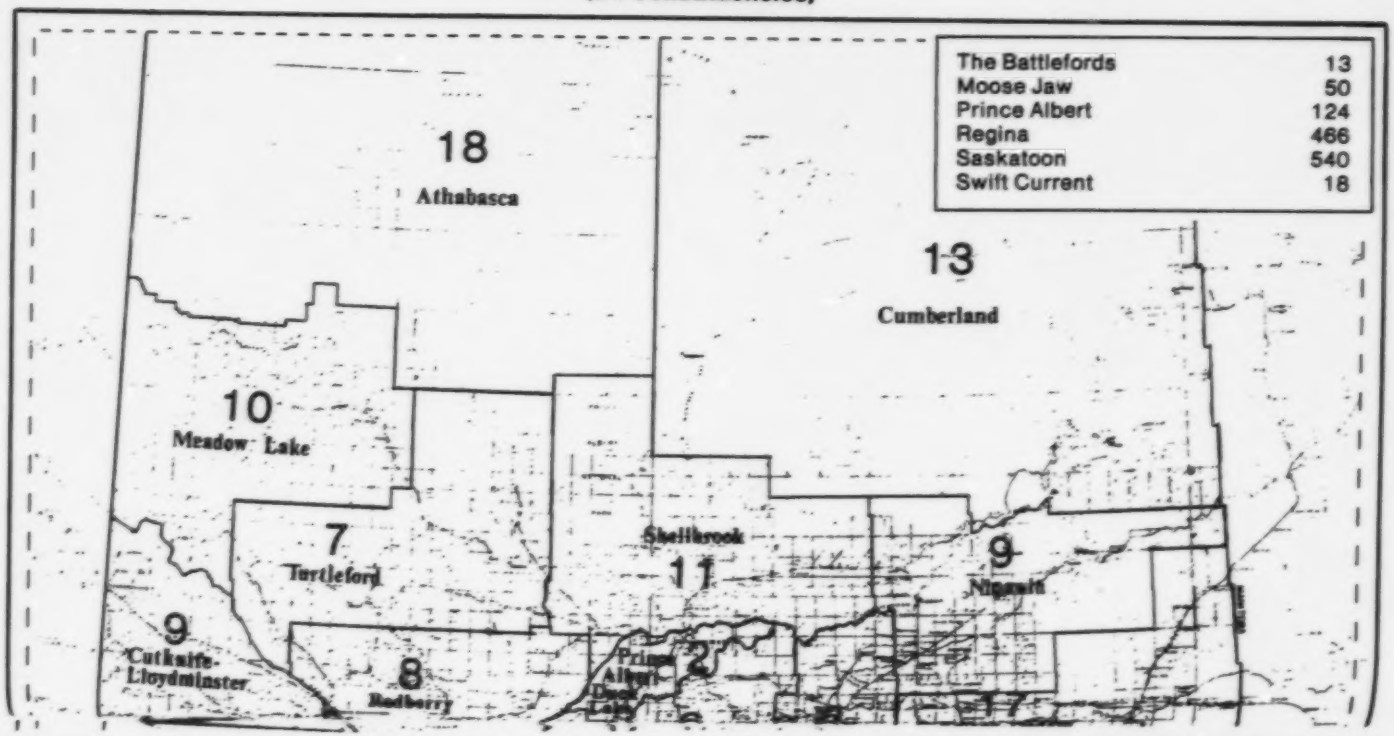
White City	2
Willow Bunch	2
Willowbrook	1
Wilkie	2
Wollaston Lake	1
Wynyard	1
Yorkton	11

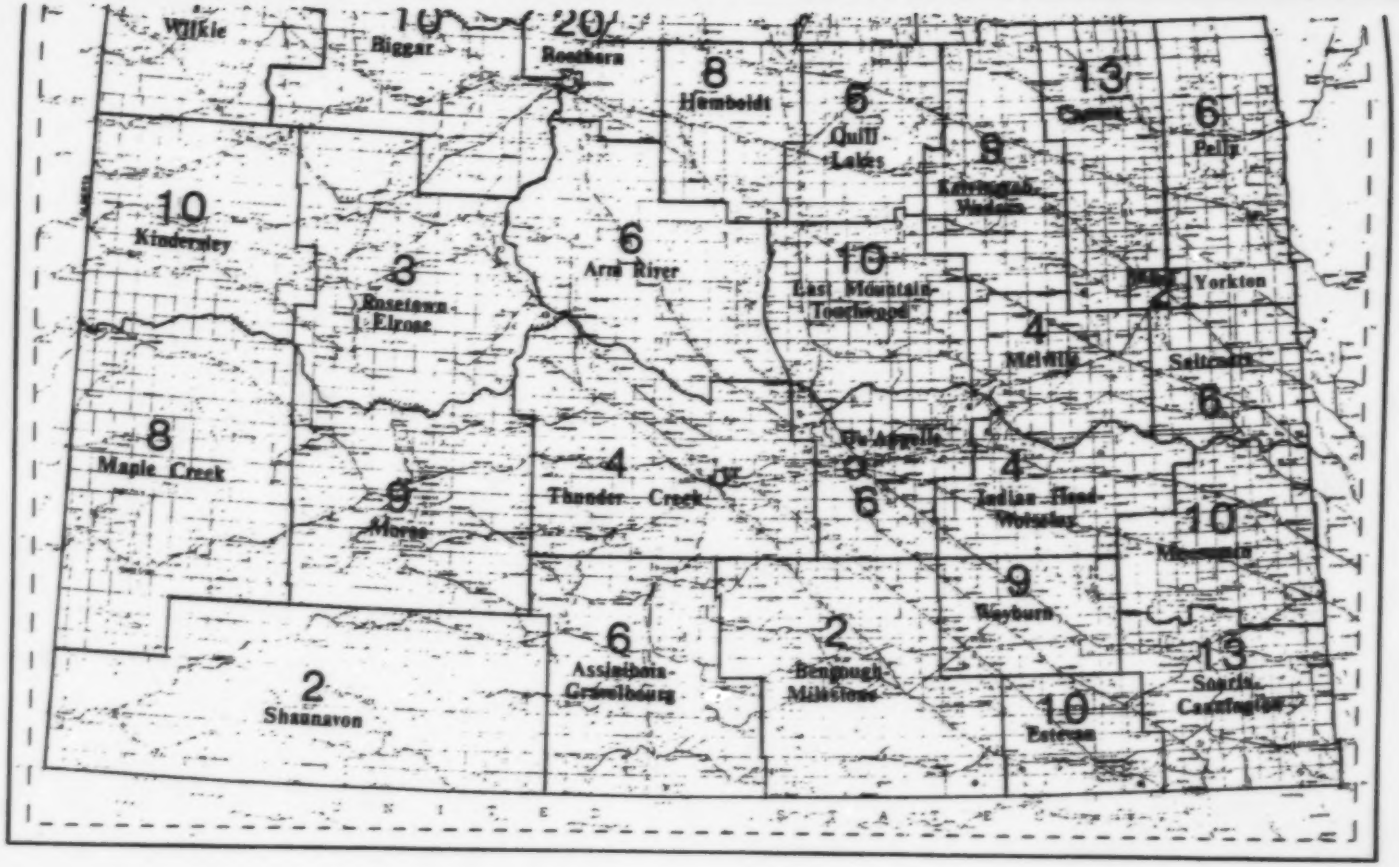
Out of Province

Alberta	21
British Columbia	13
Manitoba	10
Ontario	2

GEOGRAPHIC DISTRIBUTION OF COMPLAINTS AGAINST SASKATCHEWAN DEPARTMENTS AND AGENCIES – 1988

PROVINCIAL CONSTITUENCIES
The Representation Act 1981
(64 Constituencies)




Wilkie
10
Biggar
20
Rosthern
8
Humboldt
6
Quill Lakes
13
6
Melfort
Yorkton
10
Kindersley
6
Arm River
10
East Mountain-Touchwood
4
Melville
8
Maple Creek
3
Rosetown-Elrose
4
Thunder Creek
9
Morse
6
9
Wayburn
10
2
Shaunavon
6
2
Bengough-Milestone
10
Estevan
13
Souris-Cannington
N I T E S A

COMPLAINTS CLOSED AGAINST SASKATCHEWAN DEPARTMENTS AND AGENCIES — 1988

Department — Agency Board and Commission	Department Code No.	Resolved	Rectified	Not Substan't	No Juris.	Discont.	Not Rectified	Totals
Agriculture								
— General	1000-10	—	—	3	—	4	—	7
— Lands Branch*	1000-30	2	—	1	—	—	—	3
Milk Control Board	1040-00	—	—	—	—	2	—	2
Saskatchewan Crop Insurance Corporation	1050-00	2	2	4	—	—	—	8
Agricultural Credit Corporation of Saskatchewan	1060-00	—	—	—	—	2	—	2
Saskatchewan Horse Racing Commission	1300-00	—	—	—	—	2	—	2
Justice								
— General	2000-10	1	1	—	—	4	—	6
— Court Services Branch	2000-20	2	—	3	1	7	—	13
— Corrections Branch	2000-30	51	12	78	3	117	1	262
— Maintenance Enforcement Office	2000-40	4	—	3	—	16	—	23
Land Titles	2020-00	—	—	—	—	1	—	1
Public Trustee	2030-00	—	—	1	—	3	—	4
Criminal Injuries Compensation Board	2040-00	—	—	1	—	3	—	4
Saskatchewan Legal Aid Commission*	2060-00	1	—	—	1	3	—	5
Saskatchewan Police Commission	2070-00	—	—	—	—	1	—	1
Saskatchewan Human Rights Commission	2100-00	—	—	1	—	—	—	1
Rentalsman	2200-00	1	—	2	—	15	—	18
Provincial Mediation Board	2300-00	—	—	—	—	1	—	1
Rent Appeal Commission	2400-00	—	—	1	—	1	—	2
Consumer and Commercial Affairs								
— General	3000-10	—	—	—	—	3	—	3
— Licensing and Investigations	3000-40	—	—	—	—	4	—	4

— Saskatchewan Securities Commission	3000-70	—	—	—	—	1	—	1
Gaming Commission	3030-00	2	—	—	—	—	—	2
Education								
— General	7000-10	6	—	1	—	1	12	20
— SIAST	7000-20	—	—	4	—	—	2	6
— Apprenticeship and Standards	7000-30	1	—	—	—	1	—	2
School Grants Administration	7010-00	1	—	—	—	—	—	1
Special Education	7020-00	—	—	—	—	—	1	1
Environment and Public Safety								
— General	8000-10	—	—	—	—	3	—	3
Saskatchewan Water Corporation	8030-00	1	—	—	—	5	1	7
Water Appeal Board	8040-00	—	—	—	—	1	—	1
Executive Council								
— General	9000-10	—	—	—	—	1	—	1
Finance								
— General	11000-10	6	—	2	—	12	—	20
— Revenue Division	11000-30	—	—	3	—	6	—	9
— Public Employees Benefits Agency	11000-40	2	—	1	—	2	—	5
Saskatchewan Property Management Corporation								
— General	12000-10	1	—	—	—	3	—	4
Health								
— General	13000-10	9	1	2	1	10	—	23
— Psychiatric Services Branch	13000-20	1	—	—	1	2	—	4
— Saskatchewan Hearing Aid Plan	13000-40	—	—	—	—	1	—	1
— Saskatchewan Prescription Drug Plan	13000-70	3	—	—	—	1	—	4
— Continuing Care Division	13000-80	1	—	1	—	—	—	2
Saskatchewan Medical Care Insurance	13020-00	—	—	—	—	1	—	1
South Saskatchewan Hospital Centre	13040-00	1	—	1	—	2	—	4
Highways and Transportation								
— Highway Traffic Board	14010-10	—	—	—	—	1	—	1

Department — Agency Board and Commission	Department Code No.	Resolved	Rectified	Not Substan't	No Juris.	Discont.	Not Rectified	Totals
Saskatchewan Transportation Company	14030-00	—	—	—	—	1	—	1
Economic Development and Trade — General	15000-10	—	—	—	1	1	—	2
Human Resources, Labour and Employment — General	16000-10	1	—	1	—	2	—	4
— Labour Services Division	16000-40	1	1	1	—	11	—	14
Workers' Compensation Board	16030-10	14	1	5	—	119	—	139
New Careers Corporation	16070-10	—	—	—	—	1	—	1
Saskatchewan Energy and Mines — Potash Corporation of Saskatchewan	17030-00	—	—	—	—	1	—	1
Saskatchewan Mining Development Corp.	17050-00	—	—	—	—	1	—	1
Rural Development — General	18000-10	—	—	—	—	1	—	1
Saskatchewan Crop Insurance Board	18030-00	—	—	—	—	1	—	1
Saskatchewan Assessment Appeal Board	18060-00	—	—	—	—	4	—	4
Saskatchewan Housing Corporation*	18100-00	—	—	—	—	1	—	1
Municipal Housing Authority	18200-00	—	—	3	—	5	1	9
Lands	18300-00	2	—	—	1	5	—	8
Urban Affairs — General	19000-10	—	—	—	—	1	—	1
Provincial Planning Appeal Board	19030-00	—	—	—	—	1	—	1
Saskatchewan Housing Corporation	19050-00	1	—	—	—	—	—	1
Science Policy Secretariat — General	21030-00	—	—	—	1	6	—	7
Parks, Recreation and Culture — General	22000-10	—	—	—	—	1	—	1
Saskatchewan Forest Products Corporation	22010-00	—	—	—	—	8	—	8
		—	—	1	—	—	—	1

Social Services								
— General	23000-10	1	2	—	—	6	—	9
— Community and Personal Services	23000-20	3	1	3	—	10	—	17
— Regional Services Division	23000-40	88	2	5	—	252	—	347
Social Services Appeal Board (Provincial)	23020-00	—	—	1	—	1	—	2
Saskatchewan Legal Aid Commission	23030-00	1	—	—	—	4	—	5
Public Service Commission								
— General	24000-10	—	—	1	2	1	—	4
Saskatchewan Telecommunications								
— General	25000-10	10	2	8	—	27	—	47
Saskatchewan Government Insurance								
— General	26000-10	1	1	2	1	14	—	19
— Motor Licensing Division	26000-20	1	—	4	1	11	—	17
— Claims (General)	26000-30	16	4	15	2	86	—	123
Saskatchewan Power Corporation								
— General	27000-10	33	2	9	1	45	—	90
Liquor Board								
— General	30020-00	—	—	—	—	1	—	1
Electoral Boundaries Commission								
— General		—	—	—	—	1	—	1
		272	32	172	17	872	18	1,383

* Please note that some agencies may appear more than once due to the Government re-organization which occurred.

SUMMARY OF COMPLAINTS CLOSED AGAINST SASKATCHEWAN DEPARTMENTS AND AGENCIES – 1988

	Resolved	Rectified	Not Rectified	Not Substantiated	No Jurisdiction	Discontinued	Total
1975	–	–	–	–	–	–	–
1979	–	–	–	–	–	1	1
1980	–	–	1	–	–	–	1
1981	–	1	1	–	–	–	2
1982	–	–	1	–	–	–	1
1983	–	–	1	–	–	1	2
1984	–	5	4	3	–	6	18
1985	1	8	6	4	1	6	26
1986	4	4	9	13	–	9	39
1987	7	42	13	57	–	7	126
1988	272	32	18	172	17	872	1,383
	284	92	53	249	18	902	1,599

SUMMARY OF COMPLAINTS CLOSED AGAINST SASKATCHEWAN DEPARTMENTS AND AGENCIES – 1987

	Resolved	Rectified	Not Rectified	Not Substantiated	No Jurisdiction	Discontinued	Total
1975	–	–	–	–	–	2	2
1979	–	1	–	–	–	5	6
1980	–	–	–	–	–	3	3
1981	–	–	1	–	–	3	4
1982	–	–	–	1	–	4	5
1983	–	1	1	8	1	3	14
1984	–	2	4	12	3	12	33
1985	4	12	13	38	–	9	76
1986	6	33	9	89	–	12	149
1987	161	23	–	103	8	745	1,040
	171	72	28	251	12	798	1,332

SUMMARY OF COMPLAINTS CLOSED AGAINST SASKATCHEWAN DEPARTMENTS AND AGENCIES – 1986

	Resolved	Rectified	Not Rectified	Not Substantiated	No Jurisdiction	Discontinued	Total
1977	–	–	–	–	–	1	1
1978	–	–	–	–	1	–	1
1980	–	–	–	2	–	7	9
1981	–	–	2	3	–	3	8
1982	–	1	–	3	–	1	5
1983	–	4	5	5	–	2	16
1984	3	11	5	42	–	6	67
1985	5	33	10	137	5	25	215
1986	151	32	1	113	22	747	1,066
	159	81	23	305	28	792	1,388

TOTAL COMPLAINTS RECEIVED – 1988

	Against Saskatchewan Departments and Agencies	Not Against Saskatchewan Departments and Agencies	Total
January	79	169	248
February	112	145	257
March	166	159	325
April	118	116	234
May	128	109	237
June	123	151	274
July	138	125	263
August	150	118	268
September	145	128	273
October	140	113	253
November	145	149	294
December	150	98	248
	1,594	1,580	3,174

COMPLAINTS OTHER THAN AGAINST SASKATCHEWAN DEPARTMENTS AND AGENCIES
January 1 to December 31, 1988

Category	Number	%
Consumer	480	30
Federal	363	23
Local Government	103	6
Professional	44	3
Private	281	18
Courts/Legal	79	5
Family	40	3
Medical	41	3
Other	149	9
	1,580	100

COMPLAINTS RECEIVED AGAINST SASKATCHEWAN DEPARTMENTS AND AGENCIES — 1988

Department — Agency Board and Commission	Department Code No.	Totals
Agriculture		
— General	1000-10	9
— Lands Branch	1000-30	3
Lands Allocation Appeal Board	1020-00	1
Milk Control Board	1040-00	2
Saskatchewan Crop Insurance Corporation	1050-00	8
Agricultural Credit Corporation of Saskatchewan	1060-00	3
Saskatchewan Horse Racing Commission	1300-00	3
Justice		
— General	2000-10	6
— Court Services Branch	2000-20	17
— Corrections Branch	2000-30	286
— Maintenance Enforcement Office	2000-40	26
Land Titles	2020-00	1
Public Trustee	2030-00	5
Criminal Injuries Compensation Bord	2040-00	7
Saskatchewan Legal Aid Commission	2060-00	5
Saskatchewan Police Commission	2070-00	2
Saskatchewan Human Rights Commission	2100-00	1
Office of the Rentalsman	2200-00	18
Provincial Mediation Board	2300-00	1
Rent Appeal Commission	2400-00	5
Consumer and Commercial Affairs		
— General	3000-10	3
— Licensing and Investigations	3000-40	4
Gaming Commission	3030-00	2
Education		
— General	7000-10	23
— SIAST	7000-20	9
— Apprenticeship and Standards	7000-30	2
School Grants Administration	7010-00	1
Special Education	7020-00	1
Environment and Public Safety		
— General	8000-10	4
Saskatchewan Water Corporation	8030-00	5
Saskatchewan Water Corporation	8200-10	4*
Water Appeal Board	8300-10	2
Executive Council		
— General	9000-10	1
Finance		
— General	11000-10	21
— Revenue Division	11000-30	9
— Public Employees Benefits Agency	11000-40	8
Saskatchewan Property Management Corporation		
— General	12000-10	6

Department – Agency Board and Commission	Department Code No.	Total
Health		
– General	13000-10	27
– Psychiatric Services Branch	13000-20	5
– Saskatchewan Hearing Aid Plan	13000-40	1
– Saskatchewan Hospital Services Plan	13000-60	1
– Saskatchewan Prescription Drug Plan	13000-70	4
– Continuing Care Division	13000-80	2
Saskatchewan Medical Care Insurance Commission	13020-00	2
South Saskatchewan Hospital Centre	13040-00	4
Highways and Transportation		
– General	14000-10	1
Highway Traffic Board	14010-10	1
Saskatchewan Transportation Company	14050-00	2
Saskatchewan Economic Development and Trade Corporation		
– General	15000-10	2
Human Resources, Labour and Employment		
– General	16000-10	4
– Labour Standards	16000-40	17
Safety Services	16000-60	1
Workers' Compensation Board	16030-10	187
New Careers Corporation	16070-10	2
Saskatchewan Energy and Mines		
– General	17000-10	1
Surface Rights Arbitration Board	17020-00	1
Potash Corporation of Saskatchewan	17030-00	1
Saskatchewan Mining Development Corporation	17050-00	1
Rural Development		
– General	18000-10	1
Saskatchewan Crop Insurance	18030-00	6
Local Government Board	18030-00	1*
Saskatchewan Assessment Appeal Board	18060-00	1
Saskatchewan Housing Corporation	18100-00	10
Municipal Housing	18200-00	11
Lands	18300-00	1
Urban Affairs		
– General	19000-10	1
Provincial Planning Appeal Board	19030-00	1
Saskatchewan Housing Corporation	19050-00	10*
Municipal Board	19060-00	3
Science Policy Secretariat	21030-00	1
Parks, Recreation and Culture		
– General	22000-10	10
Saskatchewan Forest Products Corporation	22010-00	2
Social Services		
– General	23000-10	11
– Community and Personal Services	23000-20	19
– Regional Services Division	23000-40	359
Social Services Appeal Board (Provincial)	23020-00	7

Department – Agency Board and Commission	Department Code No.	Total
Saskatchewan Legal Aid Commission	23030-00	5
Public Service Commission	24000-10	5
Saskatchewan Telecommunications	25000-10	52
Saskatchewan Government Insurance		
– General	26000-10	25
– Motor Licensing Division	26000-20	18
– Claims (General)	26000-30	150
Saskatchewan Power Corporation	27000-10	100
Tourism, Small Business and Co-operatives	29000-00	1
Liquor Board Commission	30020-00	1
Electoral Boundaries Commission	38000-00	1
Saskatchewan Beef Stabilization Commission	39000-00	1
		1,594

* Please note that some agencies may appear more than once due to the Government re-organization which occurred.

R.S.S. 1978

CHAPTER O-4.

An Act to provide for the appointment of a Person to Investigate Administrative decisions or acts of Departments of the Government and certain other Organizations and to define the Person's duties, functions and powers.

Short title

1. This Act may be cited as *The Ombudsman Act*.

Interpretation

2. In this Act:

"agency of the government"

(*a*) "agency of the government" means any board, commission, association or other body of persons, whether incorporated or unincorporated, all the members of which or all the members of the board of management or board of directors of which:

(*i*) are appointed by an Act or by an order of the Lieutenant Governor in Council; or

(*ii*) if not so appointed, in the discharge of their duties are public officers or servants of the Crown, or for the proper discharge of their duties are, directly or indirectly, responsible to the Crown;

"department"

(*b*) "department" means a department or branch of the executive government of the province;

"minister"

(*c*) "minister" means a member of the Executive Council. 1972, c. 87, s. 2.

Appointment

3.—(1) There shall be appointed, as an officer of the Legislature, a commissioner for investigation to be called an Ombudsman.

(2) The person appointed as Ombudsman shall be a Canadian citizen and, subject to section 5, he shall be appointed by the Lieutenant Governor in Council on the recommendation of the Legislative Assembly.

(3) Unless he sooner resigns, dies or is removed from office, the Ombudsman shall hold office for a term of five years from the date of his appointment and may be reappointed for one additional term of five years.

(4) The Ombudsman may at any time resign his office by writing addressed to the Speaker of the Assembly or to the President of the Executive Council if there is no Speaker or if the Speaker is absent from the province. 1972, c. 87, s. 3.

Removal or suspension

4. The Lieutenant Governor in Council on a resolution of the Assembly shall remove the Ombudsman from his office or suspend him according to the resolution. 1972, c. 87, s. 4.

Suspension when Legislature not in session

5.—(1) When the Legislature is not in session the Lieutenant Governor in Council may suspend the Ombudsman for disability, neglect of duty, misconduct or bankruptcy proved to the satisfaction of the Lieutenant Governor in Council, but the suspension shall not continue beyond the end of the next ensuing session of the Legislature.

(2) Where the office of Ombudsman is vacant or the Ombudsman is suspended under subsection (1), the Lieutenant Governor in Council shall appoint an acting Ombudsman to hold office until a person is appointed as Ombudsman under section 3 or the suspension has been dealt with by the Assembly. 1972, c. 87, s. 5.

Salary

6.—(1) The Ombudsman shall be paid:

(*a*) a salary equal to the salary fixed from time to time by the Lieutenant Governor in Council pursuant to subsection 5(1) of *The Provincial Court Act* to be paid to a judge of the Provincial Court of Saskatchewan; and

(*b*) an allowance for travelling and other expenses incurred by him in the performance of his duties that may be approved by the Lieutenant Governor in Council.

(2) Sums required for the purposes of this Act may be paid out of moneys appropriated by the Legislature for the purpose. 1972, c. 87, s. 6; 1973-74, c. 74, s. 1; 1974-75, c. 32, ss. 2, 3; 1976, c. 41, s. 1; 1976-77, c. 54, s. 1; 1978, c. 40, s. 1; 1979, c. 49, s. 2.

Application of certain Acts to Ombudsman and staff

7.—(1) The Ombudsman is not subject to *The Public Service Act*, except section 54 thereof, and he is subject to *The Public Service Superannuation Act*.

(2) The staff for the Ombudsman shall consist of such persons or positions as are required for the proper administration of this Act.

(3) *The Public Service Act* and *The Public Service Superannuation Act* apply to the members of the staff of the Ombudsman. 1972, c. 87, s. 7.

Oath of office

8. The Ombudsman shall, before entering upon the duties of his office, take and subscribe before the Speaker of the Assembly or the Clerk of the Legislative Assembly the following oath:

OATH OF OFFICE.

"I, , do swear that I will faithfully and impartially perform and discharge the duties and functions of Ombudsman and that I will not, except as provided in *The Ombudsman Act*, divulge any information received by me in the exercise of my powers or the performance of my duties and functions under that Act". 1972, c. 87, s. 8.

Same

9. Every member of the staff of the Ombudsman shall, before entering upon the duties of his office, take and subscribe before the Ombudsman the following oath:

OATH OF OFFICE.

"I, , do swear that I will faithfully and impartially perform and discharge the duties and functions of my office as an employee of the Ombudsman and that I will not, except as provided in *The Ombudsman Act*, divulge any information received by me in the exercise of my powers or the performance of my duties and functions under that Act". 1972, c. 87, s. 9.

Secrecy

10.—(1) The Ombudsman and every member of his staff shall maintain secrecy in respect of all matters that come to his knowledge in the exercise of his powers and the carrying out of his duties and functions under this Act.

(2) Notwithstanding subsection (1) or any oath taken under this Act, the Ombudsman may disclose in a report made by him under this Act any matter that he considers necessary to disclose in order to establish grounds for his conclusions and recommendations. 1972, c. 87, s. 10.

Delegation of powers

11.—(1) With the prior approval of the Lieutenant Governor in Council the Ombudsman may, by writing under his hand, delegate to any member of his staff any of his powers under this Act except the power of delegation under this section and the power to make a report under this Act.

(2) A delegation may be made to a specified person of the staff of the Ombudsman or to the holder for the time being of a specified office or to the holders of offices of a specified class of the staff.

(3) Every delegation is revocable at will and no delegation prevents the exercise of any power by the Ombudsman.

(4) A delegation may be made subject to such restrictions and conditions as the Ombudsman thinks fit and may be made either generally or in relation to a particular case or class of cases.

(5) Until a delegation is revoked, it continues in force according to its tenor and where the Ombudsman who made the delegation ceases to hold office the delegation shall continue to have effect as if it was made by his successor.

(6) Where the Ombudsman has delegated a power under this section, the person to whom the power is delegated shall, when required to do so, produce evidence of his authority to exercise the power. 1972, c. 87, s. 11.

Powers, functions and duties

12.—(1) It is the duty of the Ombudsman and he has power to investigate any decision or recommendation made, including any recommendation made to a minister, or any act done or omitted, relating to a matter of administration and affecting any person or body of persons in his or its personal capacity, in or by a department or agency of the government or by any officer, employee or member thereof in the exercise of any power, duty or function conferred or imposed on him by any Act whereby any person is or may be aggrieved.

(2) The Ombudsman may make an investigation of a matter either on a written complaint made to him by any person or of his own motion and he may commence an investigation notwithstanding that the complaint may not on its face be against a decision, recommendation, act or omission mentioned in subsection (1).

(3) A committee of the Assembly may at any time refer to the Ombudsman for investigation and report any petition or matter that is before the committee for consideration and the Ombudsman shall:

(*a*) subject to any special directions of the committee, investigate the petition or matter referred to him so far as it is within his jurisdiction; and

(*b*) make such report to the committee as he thinks fit.

(4) The Lieutenant Governor in Council may at any time refer to the Ombudsman for investigation and report any matter relating to the administration in or by any department or agency of the government or by any officer, employee or member thereof and the Ombudsman shall:

(*a*) subject to any special directions of the Lieutenant Governor in Council, investigate the matter referred to him so far as it is within his jurisdiction; and

(*b*) make such report to the Lieutenant Governor in Council as he thinks fit. 1972, c. 87, s. 12.

Complaints to Ombudsman

13.—(1) Every complaint to the Ombudsman shall be made by a person who is, or who before the date of the event that gave rise to the complaint was, a resident of Saskatchewan.

(2) A complaint under this Act may be made in respect of any matter that arises after this Act comes into force or that arose within the twelve months immediately preceding the coming into force of this Act.

(3) No complaint shall be investigated by the Ombudsman unless the complaint was made within twelve months after the event that gave rise to the complaint occurred.

(4) Notwithstanding subsection (3), if the Ombudsman for special reasons to be certified by him concludes that a complaint should be investigated, he may investigate the complaint regardless of when the event that gave rise to the complaint ocurred. 1972, c. 87, s. 13.

Ombudsman not restricted by provisions of other Acts

14. The Ombudsman may exercise his powers and shall carry out his duties and functions under this Act notwithstanding anything in any other Act which provides:

(*a*) that any decision, recommendation, act or omission that he is investigating is final or that no appeal lies in respect thereof; or

(*b*) that no proceeding or decision of the department, agency of the government, officer, employee or person whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called into question. 1972, c. 87, s. 14.

Restrictions on jurisdiction

15.—(1) Nothing in this Act authorizes the Ombudsman to investigate:

(*a*) any decision, recommendation, act, order or omission of the Assembly, a committee of the Assembly, the Lieutenant Governor in Council, the Executive Council or a member or committee of the Executive Council;

(*b*) any decision, order or omission of a court, a judge of a court, a referee or local master of a court, a magistrate or a

justice of the peace made or given in any action or proceeding in the court or before the judge, referee, local master, magistrate or justice of the peace;

(*c*) any award, decision, recommendation or omission of an arbitrator, or board of arbitrators, established by or under any Act;

(*d*) any decision, recommendation, act or omission in respect of which there is under an Act a right of appeal or objection or a right to apply for a review of the merits of the case to any court or tribunal constituted by or under an Act, whether or not that right of appeal, objection or application has been exercised in the particular case and whether or not any time prescribed for the exercise of that right has expired, unless the Ombudsman is satisfied that in the particular case it would have been unreasonable to expect the complainant to resort to the court or tribunal, but in that case the investigation shall not commence until after the time for the exercise of that right to appeal, object or apply has expired;

(*e*) any decision, recommendation, act or omission of any person acting as solicitor or counsel for the Crown in relation to any proceedings;

(*f*) any decision, recommendation, act or omission of a deputy minister, an acting deputy minister, associate deputy minister or assistant deputy minister when acting as such or of any person who by virtue of his appointment or actual employment is expressly or by necessary implication directly responsible to a minister;

(*g*) any decision, recommendation, act, order or omission of any department or agency of the government, or an officer, employee or person, in relation to any matter arising between the department, agency, officer, employee or person, and the government of another province or the Government of Canada or a municipality or school board.

(2) Where a dispute arises as to whether a person mentioned in clause (*f*) of subsection (1) is a person who by virtue of his appointment or actual employment is expressly or by necessary implication responsible to a minister, the dispute shall be referred to and be determined by the Attorney General and the decision of the Attorney General is final. 1972, c. 87, s. 15.

Question of jurisdiction to investigate

16.—(1) Where any question arises respecting the jurisdiction of the Ombudsman to investigate any case or class of cases under this Act, he may apply to the Court of Queen's Bench or a judge of the

court sitting in chambers for a declaratory order determining the question.

(2) Notice of an application under subsection (1) shall be served upon the Attorney General not less than fifteen days before the date on which the application is to be heard. 1972, c. 87, s. 16.

Certain correspondence with Ombudsman privileged

17. Notwithstanding any Act, where a letter written by a person in custody on a charge for an offence or after conviction for an offence, or by an inmate of a hospital, mental hospital, facility or institution operated by or under the direction of the government, or by any person in custody of another person for any reason, is addressed to the Ombudsman, it shall be forwarded, unopened, to the Ombudsman by the person for the time being in charge of the place where the writer of the letter is detained or in which he is an inmate or by the person having custody of the writer. 1972, c. 87, s. 17.

Refusal to investigate

18.—(1) The Ombudsman may, in his discretion, refuse to investigate or cease to investigate a complaint if:

(*a*) it relates to a decision, recommendation, act or omission of which the complainant had knowledge for more than a year before the complaint is received by the Ombudsman;

(*b*) in his opinion it is frivolous, vexatious, not made in good faith or concerns a trivial matter;

(*c*) in his opinion upon a balance between the public interest and the person aggrieved, it should not be investigated or the investigation should not be continued;

(*d*) in his opinion the circumstances of the case do not warrant investigation;

(*e*) the complainant does not have a sufficient personal interest in the subject matter of the complaint; or

(*f*) during the course of an investigation it appears to him:

(*i*) that under the law or existing administrative practices the complainant has adequate remedy or right of appeal, other than a petition to the Legislature, whether or not the complainant has availed himself of it; or

(*ii*) that, having regard to all the circumstances of the case, further investigation is unnecessary.

(2) This section does not apply to an investigation or report required to be made under subsection (3) or (4) of section 12. 1972, c. 87, s. 18.

Notice of cessation etc. of investigation

19. Where the Ombudsman decides not to investigate, or to cease to investigate, a complaint, he shall inform the complainant of his decision and may, if he thinks fit, state his reasons therefor. 1972, c. 87, s. 19.

Notice of investigation

20.—(1) Before investigating any matter under this Act the Ombudsman shall notify the deputy minister of the department or the administrative or executive head of the agency of the government affected, as the case may be, of his intention to make the investigation.

(2) The notice shall be in writing and shall set forth the nature of the complaint, if any, received by the Ombudsman.

(3) The Ombudsman may in his discretion at any time during or after an investigation consult with the minister who is concerned in the matter of the investigation.

(4) On the request of the minister in charge of the department or agency of the government or in any case where an investigation relates to any recommendation made to a minister, the Ombudsman shall consult the minister after making the investigation and before forming a final opinion of any matter referred to in subsections (1) and (2) of section 24.

(5) Where, during or after an investigation, the Ombudsman is of the opinion that there is evidence of breach of duty or misconduct on the part of any officer or employee of any department or agency of the government, he shall refer the matter to the minister in charge of the department or agency of the government, as the case may require. 1972, c. 87, s. 20.

Conduct of investigation

21.—(1) Every investigation by the Ombudsman under this Act shall be conducted in private.

(2) The Ombudsman may hold hearings and hear or obtain information from any person he thinks fit and may make such inquiries as he thinks necessary.

(3) The Ombudsman is not required to hold a hearing and no person is entitled as of right to be heard by the Ombudsman but if at any time it appears to the Ombudsman that there are sufficient grounds for his making a report or recommendation in respect of any matter that may adversely affect any department, agency of the government or person, he shall give to that department, agency or person an opportunity to make representations in respect of the matter and the department, agency or person may make representations in respect of the matter by counsel. 1972, c. 87, s. 21.

Ombudsman may require information and examine persons

22.—(1) Subject to section 23, the Ombudsman may require any person, other than a minister or a person mentioned in clause *(f)* of subsection (1) of section 15, who in his opinion is able to give any information relating to any matter being investigated by him:

(*a*) to furnish information to him; and

(*b*) to produce any document or thing that, in his opinion, relates to the matter being investigated and that may be in the possession or under the control of that person;

whether or not that person is an officer, employee or member of the department or agency of the government and whether or not the document, paper or thing is in the custody or under the control of a department or agency of the government.

(2) The Ombudsman may summon before him and examine under oath:

(*a*) any person, other than a minister or a person mentioned in clause *(f)* of section 15, who is an officer, employee or member of any department or agency of the government and who in the opinion of the Ombudsman is able to give any information relating to any matter being investigated by him;

(*b*) any complainant; and

(*c*) any other person who in the opinion of the Ombudsman is able to give any information relating to any matter being investigated by him;

and for that purpose may administer an oath.

(3) Every examination by the Ombudsman under subsection (2) shall be deemed a judicial proceeding for the purposes of section 120 of the *Criminal Code*.

(4) Subject to section 23:

(*a*) a rule of law that authorizes or requires the withholding of any document, paper or thing or the refusal to answer any question on the ground that the disclosure or answer would be injurious to the public interest does not apply in respect of any investigation by or proceedings before the Ombudsman;

(*b*) no provision of an Act requiring a person to maintain secrecy in relation to, or not to disclose information relating to, any matter shall apply in respect of an investigation by the Ombudsman and no person who is required by the Ombudsman to furnish any information or to produce any document, paper or thing or who is summoned by the

Ombudsman to give evidence, shall refuse to furnish the information, produce the document, paper or thing or to answer questions on the ground of such a provision.

(5) Except on the trial of a person for perjury, no statement made by the person or any other person in the course of an investigation by, or any proceedings before, the Ombudsman is admissible in evidence against any person in any court, at any inquiry or in any other proceedings and no evidence in respect of proceedings before the Ombudsman shall be given against any person.

(6) No person shall be prosecuted for an offence against any Act by reason of his compliance with any requirement of the Ombudsman under this section. 1972, c. 87, s. 22.

Disclosure restricted

23. Where the Attorney General certifies to the Ombudsman that the giving of any information, the answering of any question or the production of any document, paper or writing might involve the disclosure of:

(*a*) the deliberations of the Executive Council; or

(*b*) proceedings of the Executive Council or a committee of the Executive Council relating to matters of a secret or confidential nature the disclosure of which would be injurious to the public interest;

the Ombudsman shall not require the information or answer to be given or the document, paper or writing to be produced, as the case may be, but shall report the receipt of the certificate in his next annual report. 1972, c. 87, s. 23.

Report on investigation

24.—(1) Where, after making an investigation under this Act, the Ombudsman is of the opinion:

(*a*) that a decision, recommendation, act or omission that is the subject matter of the investigation appears to have been:

(*i*) contrary to law;

(*ii*) unreasonable, unjust, oppressive, improperly discriminatory or was in accordance with a rule of law, a provision of an Act, or a practice that is or may be unreasonable, unjust, oppressive or improperly discriminatory;

(*iii*) based in whole or in part on a mistake of law or fact; or

(*iv*) wrong;

(*b*) that in making a decision or recommendation, or in doing or omitting an act, a power or right has been exercised:

(*i*) for an improper purpose;

(*ii*) on irrelevant grounds; or

(*iii*) on the taking into account of irrelevant considerations; or

(*c*) that reasons should have been given for a decision, recommendation, act or omission that was the subject matter of the investigation;

the Ombudsman shall report his opinion and his reasons therefor to the appropriate minister and to the department or agency of the government concerned and may make such recommendations as he thinks fit.

(2) Without limiting the generality of subsection (1), in making a report under that subsection the Ombudsman may recommend:

(*a*) that a matter should be referred to the appropriate authority for further consideration;

(*b*) that an omission should be rectified;

(*c*) that a decision should be cancelled or varied;

(*d*) that any practice on which a decision, recommendation, act or omission was based should be altered or reviewed;

(*e*) that any law on which a decision, recommendation, act or omission was based should be reconsidered;

(*f*) that reasons should be given for any decision, recommendation, act or omission; or

(*g*) that any other steps should be taken.

(3) This section does not apply to an investigation or report required to be made under subsection (3) or (4) of section 12. 1972, c. 87, s. 24.

Notice of proposed steps

25.—(1) Where the Ombudsman makes a recommendation under section 24, he may request the department or agency of the government to notify him within a specified time of the steps that it has taken or proposed to take to give effect to his recommendations.

(2) If, within a reasonable time after a request respecting recommendations is made under this section, no action is taken that seems to the Ombudsman to be adequate or appropriate the Ombudsman after considering the comments, if any, made by or on behalf of the department or agency of the government affected may submit a report of the matter, including a copy of the report containing the recommendation, to the Lieutenant Governor in Council and may thereafter mention the report in his next annual report to the Assembly. 1972, c. 87, s. 25.

Review of Ombudsman's decision

26.—(1) Where the Ombudsman makes a recommendation under section 24 and no action that seems to the Ombudsman to be adequate and appropriate is taken thereon within a reasonable time, the Ombudsman shall inform the complainant of his recommendation and make such comments on the matter as he thinks fit.

(2) The Ombudsman shall in any event inform the complainant, in such manner and at such time as he thinks proper, of the result of the investigation. 1972, c. 87, s. 26.

Proceedings not subject to review

27. No proceeding of the Ombudsman is invalid for want of form and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman shall be challenged, reviewed, quashed or called into question in any court. 1972, c. 87, s. 27.

Proceedings against Ombudsman prohibited

28.—(1) No proceedings lie against the Ombudsman or against any member of his staff for anything he may do, report or say in the course of the exercise or performance, or intended exercise or performance, of his powers, duties and functions under this Act unless it is shown that he acted in bad faith.

(2) Neither the Ombudsman nor any member of his staff shall be called in any court or in any proceedings of a judicial nature in respect of anything coming to his knowledge in the exercise or performance of his powers, duties and functions under this Act.

(3) Anything said or any information supplied or any document, paper or thing produced by any person in the court relating to an investigation by or proceedings before the Ombudsman under this Act is privileged in the same manner as if the investigation or proceedings were proceedings in a court.

(4) For the purposes of *The Libel and Slander Act*, any report made by the Ombudsman under this Act shall be deemed to be privileged and a fair and accurate report thereon in a newspaper or a braodcast shall be deemed to be privileged. 1972, c. 87, s. 28; 1976-77, c. 81, s. 5.

Entry of premises

29.—(1) For the purposes of this Act, the Ombudsman may at any time enter upon the premises occupied by any department or agency of the government and, subject to section 12, carry out therein any investigation within his jurisdiction.

(2) Before entering upon any premises under subsection (1), the Ombudsman shall notify the deputy minister or administrative head of the department or agency of the government that occupies the premises of his intention to conduct an investigation. 1972, c. 87, s. 29.

Report by Ombudsman

30.—(1) The Ombudsman shall make and submit to the Speaker of the Assembly an annual report respecting the exercise of his powers and the performance of his duties and functions under this Act, which shall be laid before the Assembly within fifteen days from the commencement of the session next following the end of the year for which the report is made.

(2) The Ombudsman may from time to time in the public interest or in the interest of any person, department or agency of the government publish reports relating:

(*a*) generally to the exercise of his powers and the performance of his duties and functions under this Act; or

(*b*) to any particular case investigated by him;

whether or not the matters to be dealt with in any such report have been the subject of a report to the Assembly. 1972, c. 87, s. 30.

Rules for guidance

31.—(1) The Assembly may:

(*a*) of its own volition; or

(*b*) upon the recommendation of the Lieutenant Governor in Council;

make rules for the guidance of the Ombudsman in the exercise of his powers and performance of his duties and functions.

(2) Subject to this Act and any rules made under subsection (1), the Ombudsman may determine his procedure and the procedure for the members of his staff in the exercise of the powers conferred and the performance of the duties and functions imposed by this Act. 1972, c. 87, s. 31.

Offences and penalties

32. Any person who:

(*a*) without lawful justification or excuse wilfully obstructs, hinders or resists the Ombudsman or any other person in the exercise or performance of his powers, duties and functions under this Act;

(*b*) without lawful justification or excuse, refuses or wilfully fails to comply with any lawful requirement of the Ombudsman or any other person under this Act; or

(*c*) wilfully makes any false statement to or misleads or attempts to mislead the Ombudsman or any other person in the exercise or performance of his powers, duties and functions under this Act;

is guilty of an offence and liable on summary conviction to a fine not exceeding $500 or to imprisonment for a term not exceeding three months or to both fine and imprisonment. 1972, c. 87, s. 32.

Attorney General may intervene

33. The Attorney General or counsel appointed by him for the purpose may at any time, without leave of the court or judge, intervene in any action or proceedings taken in any court under section 27 or 28 and no order for costs for or against the Attorney General shall be made as a result of the intervention. 1972, c. 87, s. 33.

Act to provide additional remedies

34. The provisions of this Act are in addition to the provisions of any other Act or rule of law under which any remedy, right of appeal or objection is provided for any person, or any procedure is provided for inquiry into or investigation of any matter and nothing in this Act limits or affects any such remedy, right of appeal, objection or procedure. 1972, c. 87, s. 34.